TERMS AND CONDITIONS OF CONTRACT

DATED: JULY 1, 2012

ISSUED BY

THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES (AUTHORIZING BODY)

TO

WILLIAM C. ABNEY ACADEMY (A SCHOOL OF EXCELLENCE)

CONFIRMING THE STATUS OF

WILLIAM C. ABNEY ACADEMY

AS A

SCHOOL OF EXCELLENCE

GENERAL INDEX

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Contract to Charter A School Of Excellence

Pursuant to Part 6e of the Revised School Code ("Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") authorizes William C. Abney Academy (the "Academy") to operate a School of Excellence, as defined below. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

- Section 1.1. <u>Certain Definitions</u>. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:
 - a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
 - b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
 - c) **Applicable Law** means all state and federal law applicable to School of Excellence.
 - d) **Applicant** means the person or entity that submitted the School of Excellence application to the University for the establishment of the Academy.
 - e) **Application** means the School of Excellence application and other documentation submitted to the University for the establishment of a School of Excellence.
 - f) **Authorizing Resolution** means the resolution(s) adopted by the University Board that, among other things, approves the issuing of a Contract to the Academy to operate a School of Excellence.
 - g) Charter School means public school academy.
 - h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
 - i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.
 - j) **Cyber School** means a cyber school as defined in Part 6e of the Code.

- k) Educational Service Provider or "ESP" means an educational management organization as defined under section 553c of the Code, MCL 380.553c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- I) Fund Balance Deficit means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- m) Management Agreement or ESP Agreement means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time and Applicable Law.
- n) Master Calendar of Reporting Requirements (MCRR) means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- o) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.
- p) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.

- q) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- r) **Terms and Conditions** means this document.
- s) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq*.
- t) **University Board** means the Grand Valley State University Board of Trustees.
- u) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- v) University Charter Schools Office or CSO means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for School of Excellence applicants and Schools of Excellence authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- w) University Charter Schools Office Director or CSO Director means the person designated by the University President to administer the operations of the University Charter Schools Office.
- x) **University President** means the President of Grand Valley State University or his or her designee.
- Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.
- Section 1.3. <u>Statutory Definitions</u>. Statutory terms defined in the Code shall have the same meaning in this Contract.
- Section 1.4. <u>Application</u>. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.
- Section 1.5. <u>Conflicting Contract Provisions</u>. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other

conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

- Section 2.1. <u>University Board Resolutions</u>. For purposes of this Contract, the University Board has adopted the following resolutions:
- (a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- (b) <u>Authorizing Resolutions</u>. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.
- Section 2.2. <u>Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes</u>. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:
 - a) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
 - b) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
 - c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University

- Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- e) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.
- f) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- Section 2.3. <u>University Board Administrative Fee</u>. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.
- Section 2.4. <u>University Board as Fiscal Agent for the Academy</u>. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.
- Section 2.5. <u>Authorization of Employment</u>. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider,

the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at the end of the Contract Term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not to issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

- Section 3.1. <u>Governmental Agency or Entity and Political Subdivision</u>. The Academy shall act exclusively as a governmental agency or entity and political subdivision.
- Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. <u>Academy's Purpose</u>. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

- Section 5.1. <u>Articles of Incorporation</u>. Unless amended pursuant to Section 9.2 of Article IX herein, the Restated Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.
- Section 5.2. <u>Bylaws</u>. Unless amended pursuant to Section 9.3 of Article IX herein, the Revised Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

- Section 6.1. <u>Governance Structure</u>. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.
- Section 6.2. <u>Contributions and Fund Raising</u>. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.
- Section 6.3. <u>Educational Goals and Programs</u>. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).
- Section 6.4. <u>Curriculum</u>. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.
- Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:
 - a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
 - b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
 - c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, not issue a new contract at the end of the Contract or revoke the Contract.

Section 6.6. <u>Staff Responsibilities</u>. Subject to Section 2.5 of Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. <u>Admission Policy</u>. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- **a**) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- **b**) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. <u>School Calendar/School Day Schedule</u>. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. <u>Age/Grade Range of Pupils Enrolled.</u> The Academy is authorized to operate a Kindergarten through Eighth Grade (K-8) School of Excellence. In addition to grade levels currently operated, the Academy shall work toward operating all of grades 9 to 12 within six (6) years after issuance of this Contract, unless the Academy has entered into a matriculation agreement with another public school that provides grades 9 to 12. The Academy may add additional programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. <u>Annual Financial Audit</u>. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in the Schedules. For purposes of this Contract, the Academy shall be in violation of the site requirements set forth in this Contract if the Academy operates at a site or sites without first obtaining the written authorization of the University Board. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

- Section 6.12. <u>Accounting Standards</u>. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with Applicable Law.
- Section 6.13. <u>Placement of University Student Interns</u>. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.
- Section 6.14. <u>Disqualified Organizational or Contractual Affiliations</u>. The Academy shall comply with all state and federal law applicable to public schools concerning church-state

issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. <u>Matriculation Agreements</u>. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. <u>Tuition Prohibited; Fees and Expenses</u>. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6E OF THE CODE AND OTHER LAWS

- Section 8.1. <u>Compliance with Part 6e of the Code</u>. The Academy shall comply with Part 6e and other parts of the Code that apply to Schools of Excellence. With the exception of Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.
- Section 8.2. <u>Compliance with State School Aid Act</u>. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.
- Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

- Section 8.4. <u>Freedom of Information Act</u>. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.
- Section 8.5. <u>Public Employees Relation Act</u>. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.
- Section 8.6. <u>Prevailing Wage on State Contracts</u>. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 165, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.
- Section 8.7. <u>Uniform Budgeting and Accounting Act</u>. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.
- Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.
- Section 8.9. <u>Non-discrimination</u>. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.
- Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to Schools of Excellence. Nothing in this Contract shall be deemed to apply any other state law to the Academy.
- Section 8.11. <u>Federal Laws</u>. The Academy shall comply with federal laws which are applicable to Schools of Excellence. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Revised Bylaws, and any subsequent or proposed changes to the Academy's Revised Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Revised Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board's Revised Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. <u>Change in Existing Law.</u> If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

- Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.
- Section 10.2. <u>Termination by University Board</u>. The University Board may terminate this Contract before the end of the Contract Term as follows:
- (a) <u>Termination Without Cause</u>. Except as otherwise provided in subsections (b) (c), or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
- (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
- (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) <u>Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District</u>. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) <u>Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract</u>. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. <u>Contract Suspension</u>. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4. <u>Statutory Grounds for Revocation</u>. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services without first obtaining University Board approval;
- e) The University discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;

- g) The Academy fails to work toward operating all of grades 9 to 12 within 6 years after issuance of this Contract, and has not entered into a matriculation agreement with another public school that provides grades 9 to 12;
- h) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- i) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. <u>University Board Procedures for Revoking Contract</u>. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, The University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) <u>Plan of Correction</u>. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In

developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of Directors or a conservator/ trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University Representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
 - i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

- The CSO Director or other University Representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.
- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.
- g) <u>University Board Decision</u>. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) <u>Effective Date of Revocation</u>. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.

- i) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) <u>Disposition of District Code Number</u>. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. <u>Automatic Revocation by State of Michigan</u>. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6e of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO SCHOOLS OF EXCELLENCE

- Section 11.1. <u>Grand Valley State University Faculty Employment in the Academy</u>. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.
- Section 11.2. <u>The Academy Faculty Appointment to Grand Valley State University Faculty</u>. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.
- Section 11.3. <u>Student Conduct and Discipline</u>. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.
- Section 11.4. <u>Insurance</u>. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:
 - a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
 - b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
 - c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
 - d) Workers' Compensation insurance (statutory limits) and Employers' Liability insurance with a minimum of one million dollars (\$1,000,000); if the Academy has no employees or leases employees, it must carry Workers' Compensation insurance (statutory limits) on an "if any" basis including Employers' Liability limits of one million dollars (\$1,000,000).

- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. <u>Transportation</u>. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. <u>Legal Liabilities and Covenants Not to Sue</u>. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. <u>Lease or Deed for Proposed Single Site(s)</u>. The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. <u>Deposit of Public Funds by the Academy</u>. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent

amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. <u>Required Provisions for Educational Service Provider Agreements</u>. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 553c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement."

Section 11.13. <u>Incompatible Public Offices and Conflicts of Interest Statutes</u>. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.
- Section 11.14. <u>Certain Familial Relationships Prohibited</u>. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:
- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to the Academy
 - (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. <u>Dual Employment Positions Prohibited</u>. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. <u>Oath of Public Office</u>. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

- (a) <u>Information to be provided by the Academy</u>. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.
- (b) <u>Information to be provided by Educational Service Providers</u>. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

ARTICLE XII

GENERAL TERMS

Section 12.1. <u>Notices</u>. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director Grand Valley State University 201 Front Avenue, SW, Suite 310 Grand Rapids, Michigan 49504

If to Academy: Academy Board President

1435 E. Fulton Street Grand Rapids, MI 49503

Section 12.2. <u>Severability</u>. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. <u>Successors and Assigns</u>. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. <u>Entire Contract</u>. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. <u>Non-Waiver</u>. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6e of the Code or actions taken by the University Board as an authorizing body under Part 6e of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. <u>Construction</u>. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. <u>Force Majeure</u>. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. <u>No Third Party Rights</u>. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. <u>Non-agency</u>. It is understood that the Academy is not the agent of the University.

Section 12.12. <u>Governing Law</u>. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. <u>Counterparts</u>. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

- (a) <u>Initial Term of Contract.</u> Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2012 and shall remain in full force and effect for seven (7) years until June 30, 2019 unless sooner terminated according to the terms hereof.
- (b) <u>Termination of Contract During Initial Term of Contract</u>. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019, if the Academy fails to satisfy all of the following conditions:
 - (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
 - (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
 - (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
 - (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.

- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2012, then this Contract is automatically terminated without further action of the parties.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. <u>Survival of Provisions</u>. The terms, provisions, and representations contained in Section 11.4, Section 11.7, Section 11.12 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. <u>Termination of Responsibilities</u>. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. <u>Disposition of Academy Assets Upon Termination or Revocation of Contract</u>. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Part 6e of the Code.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby authorize this issuance of a Contract to the Academy to operate a School of Excellence on the dates set forth above.

GRAND VALLEY STATE UNIVERSITY

BOARD OF TRUSTEES

By:

University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by this Contract.

WILLIAM C. ABNEY ACADEMY

By:

Academy Board President

SCHEDULE 1

METHOD OF SELECTION RESOLUTION AUTHORIZING RESOLUTION



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 4, 2011:

William C. Abney Academy Contract Conversion Authorizing Resolution

On motion by Mr. Hooker and second by Mr. Thomas, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of a School of Excellence ("School of Excellence") as part of the Michigan public school system by enacting Act Nos. 201 through 205 of the Public Acts of 2009; and

WHEREAS, according to this legislation, the Board of Trustees of Grand Valley State University ("University Board"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate Schools of Excellence; and

WHEREAS, the Michigan Legislature has mandated that a School of Excellence contract be issued on a competitive basis taking into consideration the resources available for the proposed School of Excellence, the population to be served by the proposed School of Excellence, the educational goals to be achieved by the proposed School of Excellence, and the applicant's track record, if any, in operating public school academies or other public schools; and

WHEREAS, the University Board, having received requests for converting a Public School Academy to a School of Excellence, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed School of Excellence board of directors to meet the contract goals and objectives;

WHEREAS, the Board of Directors of William C. Abney Academy ("Academy") passed a resolution requesting that Grand Valley State University terminate its existing charter contract prior to the expiration date to allow for conversion from their 6A charter contract to 6E charter contract; and

WHEREAS, Section 10.5 of the charter contract between the University Board and the Academies allow the University Board to waive the requirement of the Academies to provide at least a ten (10) month notice of intent to terminate the charter contract:

NOW, THEREFORE, BE IT RESOLVED:

AUTHORIZING RESOLUTION FOR WILLIAM C. ABNEY ACADEMY, A SCHOOL OF EXCELLENCE:

- The University Board accepts the request of the Board of Directors of William C. Abney Academy to terminate its 6a charter contract so that each Academy can convert to a School of Excellence under 6e of the Michigan Revised School Code.
- The University Board waives the ten (10) month notice of intent to terminate and agrees to terminate the charter contract with an effective date to be determined by the University Charter Schools Office and authorizes the Charter Schools Office Director to take the actions necessary to conclude contractual responsibilities and obligations.
- That the request for Arbor Academy submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meet the University Board's requirements and the requirements of applicable law and is therefore approved;
- 4. Pursuant to the Method of Selection Resolution adopted by the University Board, the following number (#) persons are appointed as the initial board of directors for the Academies for the Schools of Excellence:

Frank E. Berrodin	2 year term expiring June 30, 2013
Jathan K. Austin	2 year term expiring June 30, 2013
Michael W. Daniels	2 year term expiring June 30, 2013
David J. Wilson	3 year term expiring June 30, 2014

5. The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract.

William C. Abney Academy Contract Conversion Method of Selection Resolution

On motion by Mr. Kennedy and second by Ms. Padnos, the following resolution was approved unanimously:

A SCHOOL OF EXCELLENCE BOARD OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

WHEREAS, the Board of Trustees of Grand Valley State University ("University Board") is interested in issuing a contract to a School of Excellence ("School of Excellence") resulting from the passage of Public Acts 201through 205 of 2009; and

WHEREAS, MCL 380.553(4) of the Revised School Code ("Code") provides that an authorizing body shall "adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of each School of Excellence subject to its jurisdiction," and

WHEREAS, the University Board has determined that each contract issued by the University Board shall contain the following method of selection and appointment process until otherwise amended by the University Board;

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection and appointment process for a School of Excellence Board Member applies to a School of Excellence authorized by the University Board:

- 1. Method of Selection and Appointment of a School of Excellence
 Board Member:
 - Initial School of Excellence Board Member Nominations and a. As part of the School of Excellence Appointments: application, the applicant shall propose to the University Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant To be considered for appointment, the ("Applicant"). nominees must have completed the required board member candidate application materials, including at least (i) the School of Excellence Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.
 - b. <u>Subsequent School of Excellence Board Member Nominations and Appointments</u>: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director:

- (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- Exigent Appointments: When the CSO Director determines an C. "exigent condition" exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the University Board determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
- Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of the University or be a member of the University Board.
- Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, Academy Board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the University Board determines that an Academy Board member's service in office is no longer required, then the University Board may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

- 5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO Director unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the CSO Director shall confirm a resignation in writing. The resignation shall be effective upon the date the CSO Director sends confirmation to the resigning Academy Board member.
- Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
- 7. <u>Filling a Vacancy</u>: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
- Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

 Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions		# required for Quorum	
Five	(5)	Three	(3)
Seven	(7)	Four	(4)
Nine	(9)	Five	(5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy	Board	positions # for Quorum	# required	to act
Five	(5)	Three (3)	Three	(3)
Seven	(7)	Four (4)	Four	(4)
Nine	(9)	Five (5)	Five	(5)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 10th day of November, 2011.

Teri L. Losey, Secreta Board of Trustees

Grand Valley State University

SCHEDULE 2 ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

WILLIAM C. ABNEY ACADEMY

ID NUMBER: 757518

received by facsimile transmission on June 19, 2012 is hereby endorsed Filed on June 20, 2012 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20TH day of June, 2012.

Director

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BCS/CD-502 (Rev. 04/11) MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS **BUREAU OF COMMERCIAL SERVICES** (FOR BUREAU USE ONLY) Date Received This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. Jason P. Mahar – MILLER JOHNSON 250 Monroe Ave., N.W., Suite 800 City State Zip Code **Grand Rapids** MI 49503-2250 EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations (Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6E of the Revised School Code (the "Code"), as amended, being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

- The name of the corporation is: William C. Abney Academy
- 2. The identification number assigned by the Bureau is: 757518
- 3. The authorizing body for the corporation is: Grand Valley State University (the "University") Board of Trustees (the "University Board"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- Specifically, the corporation is organized for the purposes of operating as a school of excellence in the State of Michigan pursuant to Part 6E of the Code, being Sections 380.551 to 380.561 of the Michigan Compiled Laws.
- 2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

06/20/2012 2:16:31 PM -0400 DELEG FAXCOM PAGE 4 OF 8 Jun. 19. 2012 11:38AM MILLER JOHNSON No. 2140 **ARTICLE III** 1. The corporation is organized upon a Nonstock basis. (Stock or Nonstock) 2. a. If organized on a nonstock basis, the description and value of its real property assets are: Real Property: none b. The description and value of its personal property assets are: Personal Property: \$100,000 c. The corporation is to be financed under the following general plan: i. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law. ii. Federal funds. III. Donations. iv. Fees and charges permitted to be charged by public school academies. v. Other funds lawfully received. d. The corporation is organized on a Directorship basis. ARTICLE IV 1. The name of the resident agent at the registered office is: Jathan K. Austin The address of its registered office in Michigan is: 1435 E. Fulton Street, N.E. Grand Rapids Michigan 49503 (Street Address) (City) (ZIP Code) The mailing address of the registered office in Michigan if different than above: Michigan (Street Address or P.O. Box) (Cily) (ZIP Code) ARTICLE V The name(s) and address(es) of the incorporator(s) is (are) as follows: Name Residence or Business Address William C. Abney William C. Abney Academy, 1435 E. Fulton Street, N.E., Grand Rapids, MI 49503

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

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ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a school of excellence between the corporation board and the University Board, the method of selection, length of term, and the number of members of the corporation board shall be approved by a resolution of the University Board as required by the Code.

The members of the corporation board shall be selected by the following method:

- 1. Method of Selection and Appointment of Board Members.
 - (a) Initial Board Members. As part of the corporation's school of excellence application, the school of excellence applicant shall propose to the Director of the University Charter Schools Office (the "Director"), the names of proposed individuals to serve on the initial board of directors of the proposed school of excellence. When the Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial corporation board members. These recommendations may, but are not required to, include individuals proposed by the school of excellence applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
 - (b) <u>Subsequent Board Member Nominations and Appointments</u>. Except as provided in paragraph 2 below, the board may nominate individuals for subsequent board of director positions. As part of the appointment process, the board may submit to the Director: (i) the name of the nominee; (ii) the Board Member Questionnaire prescribed by the University Charter Schools Office; (iii) the Criminal Background Check Report prescribed by the University Charter Schools Office; and (iv) a copy of the board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the board. If the Director does not recommend a nominee submitted by the board, the Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the board.
 - (c) Exigent Appointments. When the Director determines an "exigent condition" exists that requires him/her to make an appointment to the board, the Director, with University President approval, may immediately appoint a person to serve as a board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The Director shall make the appointment in writing and notify the board of directors of the appointment. Exigent conditions include, but are not limited to when a board seat is vacant, when a board cannot reach a quorum, when the University Board determines that a board member's service is no longer required, when a board member is removed, when the board fails to fill a vacancy, or other reasons that would prohibit the board from taking action without such an appointment.
- 2. Qualifications of Board Members. To be qualified to serve on the board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a corporation board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the corporation; (e) not be a director, officer, or employee of a company or other entity that contracts with the corporation; and (f) not be an employee or representative of the University or be a member of the University Board.
- 3. <u>Oath/Acceptance of Office/Voting Rights</u>. Following appointment by the University Board, board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the board, other public official or notary public.
- 4. <u>Length of Term; Removal</u>. An appointed board member is an "at will" board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as a board member may be reappointed to serve additional terms. When a board member is appointed to complete the term of service of another board member, their service ends at the end of the previous board member's term.

If the University Board determines that a board member's service in office is no longer required, then the University Board may remove the board member with or without cause and shall specify the date when the board member's service ends. Additionally, a board member may be removed from office by a two-thirds (2/3) vote of the board for cause.

- 5. <u>Resignations</u>. A member of the board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning board member.
- 6. Vacancy. A board position shall be considered vacant when a board member:
- (a) Resigns;
- (b) Dies;
- (c) Is removed from office;
- (d) is convicted of a felony;
- (e) Ceases to be qualified; or
- (f) Is incapacitated.
- 7. <u>Filling a Vacancy</u>. The board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in paragraphs 1(b) and 1(c) above.
- 8. <u>Number of Board Member Positions</u>. The number of member positions of the board of directors shall be five (5), seven (7) or nine (9), as determined from time to time by the board.
- 9. Quorum. In order to legally transact business the board shall have a quorum physically present at a duly called meeting of the board. A "quorum" shall be defined as follows:

Required for Quorum
Three (3)
Four (4)
Five (5)

10. <u>Manner of Acting</u>. The board shall be considered to have "acted," when a duly called meeting of the board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Board Positions	# Required for Quorum	# Required to Act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation board and the University Board.

ARTICLE XI

The corporation board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit; and
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIV

The officers of the corporation board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The corporation board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

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ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the University Board issues to the corporation board a contract to operate as a school of excellence, and the contract is executed by both the corporation board and the University Board.

These Restated Articles of Incorporation are hereby signed on this __/o**

days/of _

2012

Jathan K. Auslin, President, William C. Abney Board of Directors

SCHEDULE 3 BYLAWS

BYLAWS

OF

THE WILLIAM C. ABNEY ACADEMY

MAY 10, 2012

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BYLAWS

OF

THE WILLIAM C. ABNEY ACADEMY

ARTICLE I

NAME

This organization shall be called The William C. Abney Academy.

ARTICLE II

FORM OF THE CORPORATION

The is organized as a nonprofit, non stock, directorship corporation.

ARTICLE III

OFFICES

Section 3.1 Principal Office. The current principal office of the corporation is 1435 E. Fulton Street, N.E., Grand Rapids, Michigan 49503. The board of directors may change the principal office in accordance with these Bylaws and the contract between the corporation and the Board of Trustees (the "University Board") of Grand Valley State University (the "University").

Section 3.2 Registered Office. The registered office of the corporation shall be 1435 E. Fulton Street, N.E., Grand Rapids, Michigan 49503. The board of directors may change the registered office from time to time in accordance with these Bylaws.

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section 4.1 General Powers. Its board of directors shall manage the business, property and affairs of the corporation. The board of directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6E of the Michigan School Code of 1976 (the "Code"). The board may delegate said powers to the officers of the board and/or the Site Administrator [JPM comment: who is this?], as it deems appropriate or necessary.

Section 4.2 Method of Selection and Appointment of Board Members.

(a) <u>Initial Board Members</u>. The corporation's initial board members will be determined as part of the school of excellence application process.

- (b) <u>Subsequent Board Member Nominations and Appointments.</u> Except as provided in Section 4.3 below, the board may nominate individuals for subsequent board of director positions. As part of the appointment process, the board may submit to the Director of the University Charter Schools Office (the "Director"): (i) the name of the nominee; (ii) the Board Member Questionnaire prescribed by the University Charter Schools Office; (iii) the Criminal Background Check Report prescribed by the University Charter Schools Office; and (iv) a copy of the board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the board. If the Director does not recommend a nominee submitted by the board, the Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the board.
- (c) <u>Exigent Appointments</u>. When the Director determines an "exigent condition" exists that requires him/her to make an appointment to the board, the Director, with University President approval, may immediately appoint a person to serve as a board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The Director shall make the appointment in writing and notify the board of directors of the appointment. Exigent conditions include, but are not limited to when a board seat is vacant, when a board cannot reach a quorum, when the University Board determines that a board member's service is no longer required, when a board member is removed, when the board fails to fill a vacancy, or other reasons that would prohibit the board from taking action without such an appointment.
- Section 4.3 Qualifications of Board Members. To be qualified to serve on the board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, an Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the corporation; (e) not be a director, officer, or employee of a company or other entity that contracts with the corporation; and (f) not be an employee or representative of the University or be a member of the University Board.

Additionally, no person shall be appointed or reappointed to serve as a board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner: (i) is employed by the corporation; (ii) works at or is assigned to the corporation; or (iii) has an ownership, officer, policymaking, managerial, administrative, non-clerical or other significant role with the corporation's Educational Service Provider (i.e., educational management organization as defined under section 553c of the Code, MCL 380.553c) or employee leasing company.

Section 4.4 Oath/Acceptance of Office/Voting Rights. Following appointment by the University Board, board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the board, other public official or notary public.

Section 4.5 Length of Term; Removal. An appointed board member is an "at will" board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as a board member may be reappointed to serve additional terms. When a board member is appointed to complete the term of service of another board member, their service ends at the end of the previous board member's term.

If the University Board determines that a board member's service in office is no longer required, then the University Board may remove the board member with or without cause and shall specify the date when the board member's service ends. Additionally, a board member may be removed from office by a two-thirds (2/3) vote of the board for cause.

Section 4.6 Resignations. A member of the board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning board member.

Section 4.7 <u>Vacancy</u>. A board position shall be considered vacant when a board member:

- (a) Resigns;
- (b) Dies;
- (c) Is removed from office;
- (d) Is convicted of a felony;
- (e) Ceases to be qualified; or
- (f) Is incapacitated.

<u>Section 4.8</u> <u>Filling a Vacancy</u>. The board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in Sections 4.2(b) and (c).

<u>Section 4.9</u> <u>Number of Board Member Positions</u>. The number of member positions of the board of directors shall be five (5), seven (7) or nine (9), as determined from time to time by the board.

Section 4.10 Quorum. In order to legally transact business the board shall have a quorum physically present at a duly called meeting of the board. A "quorum" shall be defined as follows:

# of Board Positions	# Required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 4.11 Manner of Acting. The board shall be considered to have "acted," when a duly called meeting of the board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Board Positions	# Required for Quorum	# Required to Act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 4.12 Regular Meetings. The board of directors shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the directors shall from time to time determine. The board of directors may also provide, by resolution, the time and place, within the State of Michigan, for the holding of additional regular meetings. The board of directors shall meet at least six (6) times per fiscal year. The corporation shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 4.13 Special Meetings. Special meetings of the board of directors may be called by or at the request of the President or any director. The person or persons authorized to call special meetings of the board of directors may fix the place within the State of Michigan for holding any special meeting of the board of directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the State of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 4.14 Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting of the board stating the time, place and purposes of the meeting shall be given by one of the following methods:

- (a) by mailing a written notice of such meeting to such address as the director designates from time to time or, in the absence of designation, to the last known address of the director at least three (3) days prior to the special meeting;
- (b) by personally delivering a written notice of such meeting to the director at least two days in advance of such meeting;
- (c) by orally notifying the director of such meeting at least two days in advance, either personally or by telephone; or

- (d) by transmitting notice to the director at least two days in advance by telecopier or telex to the director's last known office or home or to such other location as the director designates from time to time.
- Section 4.15 Waiver of Notice of Meetings. Any director may waive notice of any meeting by written statement, or telecopy sent by the director, signed before or after the holding of the meeting. The attendance of a director at a meeting constitutes a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- Section 4.16 <u>Electronic Participation in Meeting</u>. A director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting, including members of the Public, can communicate with the other participants. Participation in a meeting pursuant to this Section 4.16 constitutes presence in person at the meeting.
- <u>Section 4.17</u> <u>Authority</u>. Individual members of the board do not possess the powers that reside in the board of directors. The board speaks through its minutes and not through its individual members.
- Section 4.18 Compensation. By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board of directors, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.
- Section 4.19 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that director's dissent shall be entered in the minutes of the meeting or unless that director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a director who voted in favor of such action.
- Section 4.20 Committees. Committees of board members shall, when specifically charged to do so by the board, conduct studies, make recommendations to the board and act in an advisory capacity, but shall not take action on behalf of the board. The President is authorized to appoint members of the board to standing committees where they shall serve a term of one (1) year. Subject to the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the board of directors of its activities as the board of directors may request.

Section 4.21 Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The board of directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE V

OFFICERS

- <u>Section 5.1</u> <u>Number</u>. The officers of the William C. Abney Academy shall be a President, Vice President, Secretary, and Treasurer.
- Section 5.2 <u>Election and Term of Office</u>. The board of directors shall elect the officers annually as terms expire at the June meeting of the board of directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall serve a three year term unless the officer resigns or is removed in the manner provided in Section 5.3.
- <u>Section 5.3</u> <u>Removal</u>. The board of directors may remove any officer or agent elected or appointed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby.
- Section 5.4 <u>Vacancies</u>. A vacancy in any office shall be filled by appointment by the board of directors for the unexpired portion of the term.
- Section 5.5 President. The President of the corporation shall preside at all meetings of the board of directors. If there is not a President, or if the President is absent, then the Vice President shall preside. If the Vice President is absent, then a temporary chair, chosen by the members of the board of directors attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated chairperson of those committees by the board of directors. The President shall, in general, perform all duties incident to the office of President as may be prescribed by the board from time to time.
- Section 5.6 <u>Vice President</u>. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the board of directors.
- Section 5.7 Secretary. The Secretary shall: (a) keep the minutes of the board of directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records, such as correspondence, minutes, etc.; (d) keep a register of the post office address of each member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the School Administrator or the board.

Section 5.8 Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the board of directors.

Section 5.9 Assistants and Acting Officers. The Assistants to the officers, if any, selected by the board of directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the officers or by the board of directors. The board of directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the board of directors may by resolution otherwise determine.

Section 5.10 Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the board of directors, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 5.11 Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 6.1 Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the board of directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 6.2 Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the board of directors otherwise

than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the board, shall in any way be considered a debt or obligation of the University or impose any liability on the University, its trustees, officers, employees or agents.

<u>Section 6.3</u> <u>Checks, Drafts, Etc.</u> All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 6.4 <u>Deposits</u>. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Act No. 48 of the Public Acts of 1932, as amended, being 129.11 to 129.15 of the Michigan Compiled Laws.

Section 6.5 Voting of Securities Owned by this Corporation. Subject always to the specific directions of the board of directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the board of directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6.6 Contracts Between Corporation and Related Persons. Subject to the provisions of the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968 being Sections 15.321 to 15.330 of the Michigan Compiled Laws, any contract or other transaction between this corporation and one or more of its directors, or between this corporation and any firm of which one or more of this corporation's directors are members or employees, or in which one or more of this corporation's directors are interested shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting at which the board of directors of the corporation acts upon, or in reference to such contract or transaction, and notwithstanding the participation of the director or directors in such action, if the fact of such interest shall be disclosed or known to the board of directors and the board of directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction, which would otherwise be valid under the common and statutory law applicable thereto.

Section 6.7 Conflict of Interest. Board members shall perform their official duties in a manner free from conflict of interest. To this end:

No William C. Abney Academy board member shall use his/her position as a board member to benefit himself/herself or any other individual, agency or organization apart from the total interest of the William C. Abney Academy. When a board member determines that a possibility of a potential personal interest conflict exists, he or she must prior to the matter being considered, fully disclose his/her interests and shall abstain from participation in both discussion of the matter and the vote. (The board member's disclosure shall be recorded in the minutes and become part of the public record.)

Section 6.8 <u>Discriminatory Harassment.</u> The board of director's intent is to provide an environment that fosters the respect and dignity of each person. To this end, the board is committed to maintaining an environment free of harassment and intimidation. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status, and/or any other legally protected characteristic. The harassment of a student, staff member, or third party (e.g. visiting speaker, athletic team member, volunteer, parent, etc.) is strictly forbidden. Any person who is found to have violated this policy will be subject to discipline in accordance with law.

<u>Section 6.9</u> <u>Attendance</u>. Regular attendance at board meetings is an important responsibility of each board member. It is through board meetings that the official business of the is conducted, deliberations occur and members of the public have an opportunity to address the full board. With that responsibility in mind, board members agree that:

- (a) A member who misses three consecutive meetings or
- (b) A member who misses five meetings in a year

will have vacated his or her position on the board and a replacement will be selected for that seat according to the Bylaws. In exceptional circumstances, e.g. serious illness or injury, a board member may be unable to attend because of reasons outside the individual's control. In this circumstance, the board member may request in writing an attendance waiver. The request should be addressed to the corporation's President and will be voted on by the entire board at its next regularly scheduled meeting. The board member requesting the waiver may not participate in the vote.

ARTICLE VII

INDEMNIFICATION

Each person who is or was a member of the board of directors, or a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE VIII

SEAL

The board of directors may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "School of Excellence."

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the board of directors at any regular or special meeting of the board of directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University. Amendments to these Bylaws take effect only after they have been approved by both the corporation board and by the University Board.

These Bylaws were adopted as the Bylaws of William C. Abney Academy, a Michigan corporation, by the board of directors on the 10th day of May, 2012.

Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to William C. Abney Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. <u>Definitions</u>. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. <u>Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions</u>. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. <u>Transfer to Academy</u>. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. <u>Limitation of Duties</u>. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 <u>Eligibility for State School Aid Payments</u>. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

- Section 4.01. <u>Compliance with State School Aid Act</u>. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.
- Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.
- Section 4.03. <u>Mid-Year Transfers</u>. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.
- Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.
- Section 4.05. <u>Deposit of Academy Funds</u>. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. <u>Records</u>. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. <u>Representations</u>. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. <u>Limitation of Liability</u>. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY:

Joseph L. Fielek, Director

Bureau of State and Authority Finance Michigan Department of Treasury

Date: March 30, 2012

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence Master Calendar of Reporting Requirements July 1, 2012 – June 30, 2013

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2012-2013 School Calendar/School Day Schedule.	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2012-2013.	
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2012-2013.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2011-2012, if applicable.	CSO
July 5	Anti-Bullying Policy, in accordance with Matt's Safe School Law	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2011-2012 academic year, if applicable (See MDE website, www.michigan.gov/mde, for MDE due date and form).	
August 1	Annual Organizational Meeting Minutes for 2012-2013.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2012-2013.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2012-2013.	
August 1	Board Designated Legal Counsel for 2012-2013.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2012-2013.	CSO
August 31	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2012-2013.	CSO
September 4	Board approved Student Handbook 2012-2013.	CSO
September 4	Board approved Employee Handbook 2012-2013.	CSO
September 4	Copy of School Improvement Plan covering 2012-2013 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at www.gvsucso.org .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2012.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2012. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2012, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2012 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

	DEDORT DESCRIPTION	CUDMIT TO.
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2012 Enrollment and Attendance for 1 st & 2 nd Year PSAs only. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO CSO
October 12	Annual Education Report for the 2011-2012 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 3	Academy's Technology Plan covering 2012-2013 or annual updates thereto.	CSO
January 7	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2012-13 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsucso.org .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2012-2013 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 26	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2013-2014.	CSO
June 3	Certificate of Boiler Inspection covering years 2012-2013	CSO
June 28	Board Approved Amended Budget for 2012-2013 fiscal year (or statement that budget has been reviewed and no amendment was needed).	
June 28	2012-2013 Log of emergency drills, including date, time and results. Sample form available at www.gvsucso.org.	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2013 independent financial audit.	CSO
June 28	Food service license expiring 04/30/2014.	CSO

Ongoing Reporting Requirements July 1, 2012 – June 30, 2032

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2012 – June 30, 2013

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for	CSO
renovations/additions, etc.	CCO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval).	CSO
Reference: MCL 380.1178, 380.1178a, 380.1179	
Harassment of Staff or Applicant Policy (date of approval).	CSO
Harassment of Students Policy (date of approval)	
Reference: MCL 380.1300a	
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy	CSO
Reference: MCL 380.1137	
Board Member Reimbursement of Expenses Policy (date of approval).	CSO
Reference: MCL 380.1254; MCL 388.1764b	
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of	CSO
approval). Reference: MCL 380.1299	
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO
Reference. MCL 327.0310, 300.1230	

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of	CSO
approval)	
Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil	
Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments	
of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of	
1975.	
Academy Deposit Policy (date of approval).	CSO
PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	
Parental Involvement Policy (date of approval).	CSO
Reference: MCL 380.1294	
Wellness Policy (date of approval).	CSO
Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2012 – June 30, 2013

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE		
September 28	Student Count Day for State Aid F.T.E.	No submission
		required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due	ISD
	date).	
October 3	Eye Protection Certificate (#4527 Certification of Eye Protective	CEPI
	Devices Electronic Grant System [MEGS] if applicable.	
October 3	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 –	Teacher Certification/Criminal Background Check/Unprofessional	No submission
October 31	Conduct. This is an onsite review scheduled and conducted by Quality	needed.
(as scheduled)	Performance Resource Group. No submission required.	
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database ("SRSD")	CEPI
	electronic file (Contact the local ISD for due date.)	
November 1	Deadline for Immunization Records Report – IP100. (Contact Health	Local Health
	Dept. for due date).	Dept.
November 14	Deadline for electronic submission to the Financial Information	CEPI
	Database (FID, formerly known as the Form B). State aid will be	
	withheld if the submission is not successful.	
Nov/Dec	Special Education Count on MI-CIS. Special education data must be	ISD
	current and updated in the Michigan Compliance and Information	
	System (MI-CIS). This information is used to determine funding for	
	next year (Contact local ISD for due date).	
December 1 -	Teacher Certification/Criminal Background Check/Unprofessional	No submission
December 31	Conduct. This is an onsite review scheduled and conducted by Quality	required.
(as scheduled)	Performance Resource Group. No submission required.	_
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online	MI Dept of
	submission).	Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health	Local Health
	Dept. for due date). A financial penalty of 5% of a school's state aid	Dept.
	allocation can be assessed if the immunization rate is not at 90% or	
	above.	
Feb 6	Supplemental Student Count for State Aid F.T.E.	No submission
		required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced	MDE
	breakfast, lunch or milk (official date TBD).	

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database ("SRSD") electronic file	ISD, CEPI
	(Contact local ISD for due date.)	
May 1 –	Teacher Certification/ Criminal Background Check/Unprofessional	No submission
May 31	Conduct. This is an onsite review scheduled and conducted by Quality	required.
(as scheduled)	Performance Resource Group. No submission required.	
June	MEIS/ Single Record Student Database ("SRSD") electronic file	ISD, CEPI
	(Contact local ISD for due date.)	
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

- A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a) of the Terms and Conditions:
- 1. Contract;
- 2. Copies of the executed Constitutional Oath of public office form for each serving Director;
- 3. List of currently serving Directors with name, address, and term of office;
- 4. Academy Board meeting calendar;
- 5. Copy of public notice for all Academy Board meetings;
- 6. Academy Board meeting agendas;
- 7. Academy Board meeting minutes;
- 8. Academy Board approved budget and amendments to budget;
- 9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board;
- 10. Quarterly financial reports submitted to the University Charter Schools Office;
- 11. Curriculum documents and other educational materials submitted to the University Charter Schools Office;
- 12. Copy of school improvement plan (if required);
- 13. Copies of facility leases or deeds, mortgages, modular leases and/or deeds;
- 14. Equipment leases;
- 15. Proof of ownership for Academy owned vehicles and portable buildings;
- 16. Academy Board approved management contract with Educational Service Provider;
- 17. Academy Board approved service contract(s);
- 18. Office of Fire Safety certificate of occupancy for all Academy facilities;
- 19. MDE letter of continuous use (if required);
- 20. Local County Health Department food service permit (if required);

- 21. Asbestos inspection report and asbestos management plan (if required);
- 22. Boiler inspection certificate and lead based paint survey (if required);
- 23. Phase 1 environmental report (if required);
- 24. List of current Academy staff with their individual compensation as submitted to the Registry of Educational Personnel;
- 25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff;
- 26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators;
- 27. Academy Board approved policies;
- 28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit;
- 29. Proof of insurance as required by the Contract;
- 30. Any other information specifically required under Public Act 277 of 2011.
- B. The following information is specifically included within the types of information available to the Academy by the ESP (if any) in accordance with section 11.17(b) of the Terms and Conditions:
- 1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2011 by and between Choice Schools Associates, L.L.C., a Michigan limited liability company ("CSA"), and the William C. Abney Academy (the "Academy"), a body corporate and public school academy organized under the Michigan Revised School Code (the "Code").

WHEREAS, The Academy operates a public school academy pursuant to a contract (the "Contract") issued by Grand Valley State University ("GVSU"); and

WHEREAS, The Academy operates a public school academy under the direction of the Academy Board (the "Board"); and

WHEREAS, CSA is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, The Academy desires to engage CSA to perform certain services related to the Academy's educational program and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

- A. **Authority**. The Academy has been granted the Contract by GVSU to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.
- B. **Delegated Authority**. Acting under and in the exercise of such authority, the Academy hereby delegates to CSA, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that, as required by Section 11.13 of the Contract, this Agreement is subject to all the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by this reference. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

- C. **Status of the Parties**. CSA is a limited liability company of Michigan, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of CSA. The relationship between CSA and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that the relationship between them created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of CSA shall be deemed to be an agent or employee of the Academy. CSA will be solely responsible for its acts and the acts of its agents, employees and subcontractors.
- D. **Designation of Agents**. The Board designates those employees of CSA identified as having a legitimate educational interest as agents of the Academy such that they are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of CSA shall be deemed to be an agent of the Academy.

ARTICLE II

TERM

A. **Term**. This Agreement shall become effective July 1, 2011, and shall cover four academic years commencing on July 1, 2011 and ending on June 30, 2015, subject to a continued Contract from GVSU and continued state per capita funding. The Contract from GVSU is effective through June 30, 2015 and the parties recognize that during the reauthorization process GVSU may condition an extension of the Contract upon modifications to this Agreement.

ARTICLE III

FUNCTIONS OF CSA

- A. **Responsibility**. Under the policy direction of the Board, CSA shall be responsible for the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:
 - 1. Implementation and administration of the Educational Program;
 - 2. Curriculum improvement services;
 - 3. Student environment management and community outreach/marketing services;
 - 4. Computer services;
 - 5. Budget preparation and financial management services;
 - 6. Accounting and bookkeeping services;
 - 7. Risk management;

- 8. Accounts payable;
- 9. Acquisition of instructional and non-instructional material, equipment and supplies;
- 10. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
- 11. Food service management;
- 12. Transportation management;
- 13. Facilities maintenance;
- 14. Preparation of required GVSU, local, state and federal reports;
- 15. Information and technology system development and management;
- 16. Preparation of applications for grants and special programs;
- 17. Securing funding sources for special programs and facility improvements;
- 18. Operation of the school building and the installation of technology integral to school design;
- 19. Administration of extra-curricular and co-curricular activities and programs;
- 20. Preparation of regulations governing operations of the Academy;
- 21. Provide special education services to students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies;
- 22. Preparation of strategic plans for the continuing educational and financial benefit of the Academy;
- 23. Implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community;
- 24. Preparation and enforcement of student codes of conduct;
- 25. Any other function necessary or expedient for the administration of the Academy with approval from the Board.

- B. Educational Goals and Program. CSA shall implement the educational goals and programs set forth in the Contract, and established by the Board including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that CSA determines that it is advisable to modify the educational goals and program set forth in the Contract, CSA will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior approval of the Board and GVSU. CSA shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board immediately prior to the Board's regular meeting in January and July each year, and at such other times as specified in Board policy as the same may be changed from time to time. All educational programs and goals shall be in compliance with applicable state and federal laws, rules and regulations.
- C. **Subcontracts**. It is anticipated that CSA will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to transportation and/or food service. CSA shall not subcontract the management, oversight or operation of the teaching and instructional program, without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services is greater than \$5,000 or exceeds the funds appropriated for that purpose in the Academy's approved budget. However, every subcontract entered into without Board approval, and the appropriation(s) from which it will be paid, shall be reported to the Board at its next meeting. All subcontracting done by CSA shall be in conformity with applicable provisions of he Michigan Revised School code and other laws rules and Regulations.
- D. **Place of Performance**. Instruction services other than field trips will normally be performed at the Academy facilities. CSA may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by state or local law. The Academy shall provide CSA with the office space deemed reasonable and necessary at the Academy site to perform all services described in this Agreement.
- E. Acquisitions. All acquisitions made by CSA for the Academy with Federal or State School Aid funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. CSA and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier and CSA will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions. In the absence of such policies of the Board, CSA shall observe the policies in effect under paragraph 13 of the Contract. In no event will any acquisition(s) be made from persons who are related to CSA or its owners, directors, officers, employees or agents without the prior approval of the Board.

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- F. **Pupil Performance Standards and Evaluation**. CSA is responsible for and accountable to the Board for the performance of students who attend the Academy. CSA shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by federal or state laws rules, or regulations in addition to the Contract and such additional measures as shall be mutually agreed between the Board and CSA including but not limited to parent satisfaction surveys. CSA will provide the Board with student progress reports within 30 days after the completion of each academic quarter.
- G. **Student Recruitment**. CSA shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable federal or state laws rules or regulations, and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. CSA shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling open houses.
- H. **Student Due Process Hearings**. CSA shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law and to determine whether any student will be expelled.
- I. **Legal Requirements**. CSA shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived.
- J. Rules and Procedures. The Board shall adopt and conduct its operations in conformity with policies, rules, regulations and procedures applicable to the Academy and CSA is directed to enforce the rules, regulations and procedures adopted by the Academy. CSA shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.
- K. **School Year and School Day**. The school year and the school day shall be as provided in the Contract and as defined annually by the Board and defined by law.
- L. **Authority**. CSA shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein by law such power may not be delegated.
- M. **Contract with GVSU**. CSA shall not act in a manner that will cause the Academy to be in breach of its Contract with GVSU.
- N. **Additional Programs**. The services provided by CSA to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the

Academy. The Academy may also purchase additional services from CSA at mutually agreeable cost.

O. Annual Budget Preparation. CSA will provide the Board with an annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and to GVSU. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the General Accepted Accounting Practices (GAAP) standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to GVSU.

ARTICLE IV

OBLIGATIONS OF THE BOARD

- A. **Board Policy Authority**. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of CSA on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract. Failure of CSA and the Board to agree on educational policies is grounds for termination of the Agreement by either party upon the conclusion of the school year.
- B. **Building Facility**. The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract.
- C. **Academy Employees**. The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.
- D. **Educational Consultants**. The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of CSA under this Agreement. CSA shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. CSA shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

- E. **Legal Counsel**. The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.
- F. **Audit.** The Board shall select and retain an Independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.
- G. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of CSA, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. CSA may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.
- H. **Academy Funds**. The Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be as determined by the Board. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to CSA to fulfill its obligations under this Agreement.
- I. **Governmental Immunity**. The Board shall determine when to assert, waive or not waive its governmental immunity.
- J. **Contract with GVSU.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with GVSU.
- K. **Evaluation of CSA**. The Board will evaluate the performance of CSA each year to provide CSA with an understanding of the Board's view of its performance under this Agreement. A yearend evaluation will occur each year in June. The Board will determine the format to conduct this evaluation. Special evaluations may occur at any time.

ARTICLE V

FINANCIAL ARRANGEMENT

A. **Primary Source of Funding.** As a Michigan public school, the primary source of funding for the Academy is state aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services. CSA and the Board acknowledge that an administrative fee of

3% of the state aid payments received by the Academy shall be paid to GVSU, consistent with Section 2.3 of the Contract.

- B. **Other Revenue Sources**. In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and CSA shall endeavor to obtain revenue from other sources. In this regard:
 - 1. The Academy and with approval CSA shall solicit and receive donations consistent with the mission of the Academy.
 - 2. The Academy and with approval CSA may apply for and receive grant money, not related to State and Federal grant funds, in the name of the Academy. CSA shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to accepting any grant.
 - 3. To the extent permitted under the Code, CSA may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by CSA or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

- **C. Compensation for Services.** The Academy shall pay CSA an annual fee for each school year during the term of this Agreement. This annual fee shall be calculated as follows:
 - (1) **2011-2012 School Year**. The annual fee to be paid for services performed between July 1, 2011 through June 30, 2012 shall be eight (8.00%) percent of all adjusted gross revenues. For purposes of this Article, the term "adjusted gross revenues" means the sum of (a) the amount of all payments the Academy receives directly or indirectly during a school year under Article V, Paragraph A less amounts retained by GVSU plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by CSA and which are to be expended during that school year.
 - (2) **2012-2013 School Year**. The annual fee to be paid for services performed between July 1, 2012 through June 30, 2013 shall be ten (9.00%) percent of all adjusted gross revenues. For purposes of this Article, the term "adjusted gross revenues" means the sum of (a) the amount of all payments the Academy receives directly or indirectly during a school year under Article V, Paragraph A less amounts retained by GVSU plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by CSA and which are to be expended during that school year.

- (3) **2013-2014 School Year**. The annual fee to be paid for services performed between July 1, 2013 through June 30, 2014 shall be ten (10.00%) percent of all adjusted gross revenues. For purposes of this Article, the term "adjusted gross revenues" means the sum of (a) the amount of all payments the Academy receives directly or indirectly during a school year under Article V, Paragraph A less amounts retained by GVSU plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by CSA and which are to be expended during that school year.
- (4) **2014-2015 School Year**. The annual fee to be paid for services performed between July 1, 2014 through June 30, 2015 shall be ten (10.00%) percent of all adjusted gross revenues. For purposes of this Article, the term "adjusted gross revenues" means the sum of (a) the amount of all payments the Academy receives directly or indirectly during a school year under Article V, Paragraph A less amounts retained by GVSU plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by CSA and which are to be expended during that school year.

The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if circumstances make payment of the entire annual fee equitably inappropriate or legally inconsistent with state or federal law or regulations. CSA's annual fee shall be paid in equal installments (determined by the number of state aid payments from the State of Michigan) concurrently with receipt by the Academy of its school aid payments from the State of Michigan. The exact date of each installment payment will depend upon the timing of the funds received by the Academy.

- D. **Reasonable Compensation.** The parties wish to satisfy the requirements of Rev. Proc. 97-13 so that the performance under this Agreement do not result in private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. The parties agree that CSA's compensation under this Amended Agreement for services rendered is reasonable, and that none of CSA's compensation is based, in whole or in part, on a share of net profits from the operation of the Academy.
- E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse CSA for the compensation of certain of its employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, and marketing and development. The Board shall pay or reimburse CSA monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to CSA for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. In paying costs on behalf of the Academy, CSA shall not charge an added fee

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unless such fee is approved in advance by the Academy Board. Any costs reimbursed to CSA that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by CSA.

- F. **CSA Costs**. The fixed fee to be paid to CSA set forth in Article V, Section C is intended to compensate CSA for all expenses it incurs for administrative and financial services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services, management and budgeting services, and administrative services. CSA will provide sufficient professional and non-professional staff in these areas, who shall be compensated by CSA. In addition, the fixed fee is intended to compensate CSA for all costs incurred by CSA to provide these services.
- G. Other Public School Academies. The Academy acknowledges that CSA has entered, or will enter into management agreements with other public school academies. CSA shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.
- H. **Financial Reporting**. On not less than a monthly basis, CSA shall provide the Board with a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Board. This report shall explain any variances from the approved budget and shall contain recommendations for necessary budget corrections and shall be prepared sufficiently in advance of the Board meeting to be available for Board packets sent to Board members in preparation for Board meetings. CSA shall provide special reports as necessary to keep the Board informed of changing conditions.
- I. **Operational Reporting.** At least four (4) times per year CSA will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance. In order to enable the Board to monitor CSA's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, CSA will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) week after the request for the report is received by CSA unless the Board and CSA mutually agree upon an extended timetable.
- J. Audit Report Information. CSA will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.
- K. **Other Financial Relationships**. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and CSA shall be contained in a document separate from this Agreement.
- L. **Access to Records.** CSA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of CSA, and retain all of these records for a period of five (5) years (or longer if required by law) from the close of the fiscal year to which such books, accounts and records relate. Financial,

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educational, operational and student records that are now or may in the future come into the possession of CSA remain Academy records and are required to be returned by CSA to the Academy upon demand. CSA and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. This Agreement shall not be construed to restrict GVSU's or the public's access to these records under the Freedom of Information Act or the Contract.

ARTICLE VI

PERSONNEL AND TRAINING

- **Personnel Responsibility**. CSA is responsible for providing the Academy with a School Principal and qualified teaching, food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. CSA shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with state and federal law and the provisions of this Agreement. With the exception of Board employees, if any, CSA shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, CSA shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. CSA will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of CSA who will be assigned to provide services at the Academy. The Board will reimburse CSA for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to CSA for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy provided that documentation for the fees and expenses are provided for Board review and are consistent with budget allocations. At the request of the Board, CSA will provide payroll services for employees of the Board. CSA will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including criminal history, criminal background and unprofessional conduct checks) and credential verification, and a pre-employment physical if appropriate. CSA will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. CSA agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum.
- B. **School Principal**. CSA shall provide the Academy with a Principal. CSA will have the authority, consistent with state law, to select and supervise the Principal and to hold that individual accountable for the success of the Academy. At the request of the Board, CSA will review

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the performance of the Principal with the Board. The Principal will be a CSA employee, but CSA agrees to consult with the Board prior to hiring the Principal and will consult with the Board prior to taking any action that would alter the employment status of the Principal. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the Principal, CSA will provide a replacement Principal if the performance problems are not resolved. The Board will reimburse CSA for any reasonable costs associated with the termination of the Principal at the Board's request. The employment contract with the Principal, and the duties and compensation of the Principal shall be determined by CSA, but that individual must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If CSA chooses to execute a contract with the Principal that has a term longer than one year, the Board reserves the right to have the Principal placed elsewhere by CSA if the Board is dissatisfied with that individual's performance at the end of any school year.

- C. As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Contract and applicable law. CSA shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract and/or by law. Such teachers may, in the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by CSA. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code and the No Child Left Behind Act of 2001 or other applicable law. If CSA chooses to execute contracts with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by CSA shall not be considered teachers for purposes of continuing tenure under MCLA Section 38.71 et. seq.
- D. **Support Staff**. As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract and applicable law. CSA shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by the CSA. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the No Child Left Behind Act of 2001 or other applicable law. CSA will provide annual performance reviews of the performance of support staff to the Board. If CSA chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to have support staff placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year.
- E. **Training**. CSA shall provide training to the Principal, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law. The Principal, teachers, paraprofessionals and other support staff employees shall

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receive such other training as CSA determines as reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

- A. **Termination by the Academy for Cause**. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that CSA should fail to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide CSA with written notification of the facts it considers to constitute material breach and the period of time within which CSA has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing CSA with written notification of termination.
- B. **Termination by CSA for Cause**. This Agreement may be terminated by CSA for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from CSA. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to CSA as required by this Agreement or a failure to give consideration to the recommendations of CSA regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, CSA is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, CSA may terminate this Agreement by providing the Board with written notification of termination.
- C. **Termination by Loss of Contract.** This Agreement shall automatically terminate in the event that the Academy no longer possesses a contract to operate a public school academy, including but not limited to a revocation of the current contract or a failure to renew an existing contract.
- D. **Termination by Either Party Without Cause**. This Amended Agreement is terminable without cause:
 - 1. Notwithstanding the provisions of Article II, paragraph A, this Amended Agreement is cancelable by the Academy at the end of the third year of the contract term (June 30, 2014) upon notice provided not later than March 31, 2014 without penalty or cause.
 - 2. If CSA or the Board are unable to agree on educational programs, curriculum or other policies that affect the Academy, either party may elect to terminate this Agreement,

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provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date.

- E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requesting the renegotiation may terminate this Agreement on 120 days further written notice.
- F. **Rights to Property Upon Termination**. Upon termination of this Agreement all equipment, whether purchased by the Academy or by CSA with state school aid funds or other funds secured by or for the Academy, shall remain the exclusive property of the Academy. CSA shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by CSA with funds other than those turned over under Article V(C). Fixtures and building alterations shall become the property of the Academy.
- G. **Transition**. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CSA shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition back to a regular school program or to another education service provider.

ARTICLE VIII

PROPRIETARY INFORMATION

- A. **Proprietary Information**. The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CSA, its employees, agents or subcontractors, or by any individual working for or supervised by CSA, which were developed by the Academy at the direction of the Board and were paid for with Academy funds.
- B. **Required Disclosure**. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to GVSU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary.

ARTICLE IX

INDEMNIFICATION

A. **Indemnification of CSA**. The Academy shall indemnify and hold CSA (which term for purposes of this Paragraph A, includes CSA's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or

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undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse CSA for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to CSA.

- B. **Limitations of Liabilities**. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.
- C. **Indemnification of the Academy**. CSA shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by CSA with any agreements, covenants, warranties, or undertakings of CSA contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CSA contained in or made pursuant to this Agreement. In addition, CSA shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to the Academy.
- D. **Indemnification for Negligence**. The Academy shall indemnify and hold harmless CSA, and CSA's Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which CSA may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. CSA shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of CSA's directors, officers, employees, agents or representatives. Nothing contained herein shall be deemed to be a waiver by the Academy of its right to assert the privilege of governmental immunity or any other affirmative defenses provided by law.
- E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational

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Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

- A. **Insurance of the Academy**. The Academy shall secure and maintain general liability and umbrella insurance coverage, with CSA listed as an additional insured. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as are reasonably acceptable to CSA and as required by the provisions of the Contract, including the indemnification of CSA required by this Agreement. The Academy shall, upon request, present evidence to CSA that it maintains the requisite insurance in compliance with the provisions of this paragraph. CSA shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.
- B. **Insurance of CSA**. CSA shall secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSA shall maintain such insurance in an amount and on such terms as are reasonably acceptable to the Academy and as required by the provisions of the Contract, including the indemnification of the Academy required by this Agreement. CSA shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to CSA under CSA's policy with its insurer(s), to the extent practicable.
- C. **Workers' Compensation Insurance**. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and CSA on the subject matter hereof.
- B. **Force Majeure**. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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C. **Notices**. All notices, request, consents demands and other communications from one party to the other that are given pursuant to the terms of this Agreement shall be in writing and shall be delivered (including delivery by commercial delivery service), or sent by United States mail, certified or registered, postage prepaid, or sent by nationally recognized overnight courier. Notices shall be deemed given (i) on the date of delivery, if delivered via commercial delivery service (unless such date is a weekend or holiday in which event such notice shall be deemed given on the next succeeding Business Day), (ii) three (3) Business Days following deposit in the United States Mail, if sent via certified mail or registered mail or (iii) on the Business Day next succeeding the date upon which such notice is given to any nationally recognized overnight courier. All notices, request, consents, demands and other communications shall be addressed as follows:

If to CSA:

Choice Schools Associates

P. O. Box 141493

Grand Rapids, MI 49514

Attn: Pamela S. Parriott

If to Academy:

William C. Abney 1435 Fulton St., SE Grand Rapids, MI 49503

Attention: Board President

- D. **Severability**. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.
- E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- F. **Entire Agreement**. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and CSA, and signed by a duly authorized officer. In addition, the Board must also secure the approval of GVSU before any modification to this Agreement can become effective.
- G. **Non-Waiver**. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

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- H. **Assignment**. CSA may assign this Agreement only with the prior written approval of the Board.
- I. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.
- J. **Delegation of Authority**. Nothing in this Agreement shall be construed as delegating to CSA any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.
- K. **Compliance with Law**. The parties agree to comply with all applicable laws and regulations.
- L. **Warranties and Representations.** Both the Academy and CSA represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. The individuals signing this Agreement represent that they have authority to do so on behalf of CSA and the Academy.
- M. **Dispute Resolution Procedure**. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.
- N. **Modification to Conform to Changed GVSU**. The parties intend that this Agreement shall comply with GVSU Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in GVSU's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised of such conflict.

CHOICE SCHOOLS ASSOCIATES, L.L.C. By <u>famul famul 7/28/2011</u> Pamela S. Parriott, CEO	By Jahan L. Chair, Board of Directors
Ву	Ву
	* Pending Frank B. Approval

The parties have executed this Agreement as of the day and year first above written.

The parties have executed this Agreement as of the day and year first above written.

CHOICE SCHOOLS ASSOCIATES, L.L.C.

WILLIAM C. ABNEY ACADEMY

Pamela S. Parriott, CEO

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Chair, Board of Directors

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SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1 EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 05/10/2012

Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the was Board of Directors at a properly noticed open meeting held on the _/v² day of _May , ____, at which a quorum was present.

Board Secretary

SCHEDULE 7-2

CURRICULUM

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM KINDERGARTEN - MATH

Counting and Cardinality

<u>KG</u>

- **K.CC.1**: Count to 100 by ones and by tens.
- K.CC.2: Count forward beginning from a given number within the known sequence (instead of having to begin at 1).
- K.CC.3: Write numbers from 0 to 20. Represent a number of objects with a written numeral 0-20 (with 0 representing a count of no objects).
- **K.CC.4a**: Understand the relationship between numbers and quantities; connect counting to cardinality. When counting objects, say the number names in the standard order, pairing each object with one and only one number name and each number name with one and only one object.
- **K.CC.4b**: Understand the relationship between numbers and quantities; connect counting to cardinality. Understand that the last number name said tells the number of objects counted. The number of objects is the same regardless of their arrangement or the order in which they were counted.
- **K.CC.4c**: Understand the relationship between numbers and quantities; connect counting to cardinality. Understand that each successive number name refers to a quantity that is one larger.
- **K.CC.5**: Count to answer "how many?" questions about as many as 20 things arranged in a line, a rectangular array, or a circle, or as many as 10 things in a scattered configuration; given a number from 1–20, count out that many objects.
- **K.CC.6**: Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group, e.g., by using matching and counting strategies.
- K.CC.7: Compare two numbers between 1 and 10 presented as written numerals

Geometry

<u>KG</u>

- **K.G.1**: Describe objects in the environment using names of shapes, and describe the relative positions of these objects using terms such as above, below, beside, in front of, behind, and next to.
- **K.G.2**: Correctly name shapes regardless of their orientations or overall size.
- **K.G.3**: Identify shapes as two-dimensional (lying in a plane, "flat") or three-dimensional ("solid").
- **K.G.4**: Analyze and compare two- and three-dimensional shapes, in different sizes and orientations, using informal language to describe their similarities, differences, parts (e.g., number of sides and vertices/"corners") and other attributes (e.g., having sides of equal length).
- **K.G.5**: Model shapes in the world by building shapes from components (e.g., sticks and clay balls) and drawing shapes.
- K.G.6: Compose simple shapes to form larger shapes. For example, "Can you join these two triangles with full sides touching to make a rectangle?"

Measurement and Data

<u>KG</u>

- **K.MD.1**: Describe measurable attributes of objects, such as length or weight. Describe several measurable attributes of a single object.
- **K.MD.2**: Directly compare two objects with a measurable attribute in common, to see which object has "more of"/"less of" the attribute, and describe the difference. For example, directly compare the heights of two children and describe one child as taller/shorter.
- **K.MD.3**: Classify objects into given categories; count the numbers of objects in each category and sort the categories by count. Limit category counts to be less than or equal to 10.

Number and Operations in Base Ten

KG

K.NBT.1: Compose and decompose numbers from 11 to 19 into ten ones and some further ones, e.g., by using objects or drawings, and record each composition or decomposition by a drawing or equation (such as 18 = 10 + 8); understand that these numbers are composed of ten ones and one, two, three, four, five, six, seven, eight, or nine ones.

Operations and Algebraic Thinking

<u>KG</u>

- **K.OA.1**: Represent addition and subtraction with objects, fingers, mental images, drawings1, sounds (e.g., claps), acting out situations, verbal explanations, expressions, or equations.
- K.OA.2: Solve addition and subtraction word problems, and add and subtract within 10, e.g., by using objects or drawings to represent the problem.
- **K.OA.3**: Decompose numbers less than or equal to 10 into pairs in more than one way, e.g., by using objects or drawings, and record each decomposition by a drawing or equation (e.g., 5 = 2 + 3 and 5 = 4 + 1).
- **K.OA.4**: For any number from 1 to 9, find the number that makes 10 when added to the given number, e.g., by using objects or drawings, and record the answer with a drawing or equation.
- **K.OA.5**: Fluently add and subtract within 5.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 1 - MATH

Geometry

1st Grade

- **1.G.1**: Distinguish between defining attributes (e.g., triangles are closed and three-sided) versus non-defining attributes (e.g., color, orientation, overall size); build and draw shapes to possess defining attributes.
- **1.G.2**: Compose two-dimensional shapes (rectangles, squares, trapezoids, triangles, half-circles, and quarter-circles) or three-dimensional shapes (cubes, right rectangular prisms, right circular cones, and right circular cylinders) to create a composite shape, and compose new shapes from the composite shape. Students do not need to learn formal names such as "right rectangular prism."
- **1.G.3**: Partition circles and rectangles into two and four equal shares, describe the shares using the words halves, fourths, and quarters, and use the phrases half of, fourth of, and quarter of. Describe the whole as two of, or four of the shares. Understand for these examples that decomposing into more equal shares creates smaller shares.

Measurement and Data

1st Grade

- **1.MD.1**: Order three objects by length; compare the lengths of two objects indirectly by using a third object.
- **1.MD.2**: Express the length of an object as a whole number of length units, by laying multiple copies of a shorter object (the length unit) end to end; understand that the length measurement of an object is the number of same-size length units that span it with no gaps or overlaps. Limit to contexts where the object being measured is spanned by a whole number of length units with no gaps or overlaps.
- **1.MD.3**: Tell and write time in hours and half-hours using analog and digital clocks.
- **1.MD.4**: Organize, represent, and interpret data with up to three categories; ask and answer questions about the total number of data points, how many in each category, and how many more or less are in one category than in another.

Number and Operations in Base Ten

1st Grade

- **1.NBT.1**: Count to 120, starting at any number less than 120. In this range, read and write numerals and represent a number of objects with a written numeral.
- **1.NBT.2a**: Understand that the two digits of a two-digit number represent amounts of tens and ones. Understand the following as special cases: 10 can be thought of as a bundle of ten ones called a "ten."
- 1.NBT.2b: Understand that the two digits of a two-digit number represent amounts of tens and ones. Understand the following as special cases: The

numbers from 11 to 19 are composed of a ten and one, two, three, four, five, six, seven, eight, or nine ones.

- **1.NBT.2c**: Understand that the two digits of a two-digit number represent amounts of tens and ones. Understand the following as special cases: The numbers 10, 20, 30, 40, 50, 60, 70, 80, 90 refer to one, two, three, four, five, six, seven, eight, or nine tens (and 0 ones).
- **1.NBT.3**: Compare two two-digit numbers based on meanings of the tens and ones digits, recording the results of comparisons with the symbols >, =, and <.
- **1.NBT.4**: Add within 100, including adding a two-digit number and a one-digit number, and adding a two-digit number and a multiple of 10, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used. Understand that in adding two-digit numbers, one adds tens and tens, ones and ones; and sometimes it is necessary to compose a ten.
- 1.NBT.5: Given a two-digit number, mentally find 10 more or 10 less than the number, without having to count; explain the reasoning used.
- **1.NBT.6**: Subtract multiples of 10 in the range 10-90 from multiples of 10 in the range 10-90 (positive or zero differences), using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used.

Operations and Algebraic Thinking

1st Grade

- **1.OA.1**: Use addition and subtraction within 20 to solve word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem.
- **1.0A.2**: Solve word problems that call for addition of three whole numbers whose sum is less than or equal to 20, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem.
- **1.0A.3**: Apply properties of operations as strategies to add and subtract.2 Examples: If 8 + 3 = 11 is known, then 3 + 8 = 11 is also known. (Commutative property of addition.) To add 2 + 6 + 4, the second two numbers can be added to make a ten, so 2 + 6 + 4 = 2 + 10 = 12. (Associative property of addition.)
- **1.0A.4**: Understand subtraction as an unknown-addend problem. For example, subtract 10 8 by finding the number that makes 10 when added to 8. Add and subtract within 20.
- **1.OA.5**: Relate counting to addition and subtraction (e.g., by counting on 2 to add 2).
- **1.0A.6**: Add and subtract within 20, demonstrating fluency for addition and subtraction within 10. Use strategies such as counting on; making ten (e.g., 8+6=8+2+4=10+4=14); decomposing a number leading to a ten (e.g., 13-4=13-3-1=10-1=9); using the relationship between addition and subtraction (e.g., knowing that 8+4=12, one knows 12-8=4); and creating equivalent but easier or known sums (e.g., adding 6+7 by creating the known equivalent 6+6+1=12+1=13).
- **1.0A.7**: Understand the meaning of the equal sign, and determine if equations involving addition and subtraction are true or false. For example, which of the following equations are true and which are false? 6 = 6, 7 = 8 1, 5 + 2 = 2 + 5, 4 + 1 = 5 + 2.
- **1.0A.8**: Determine the unknown whole number in an addition or subtraction equation relating to three whole numbers. For example, determine the unknown number that makes the equation true in each of the equations 8 + ? = 11, $5 = _ 3$, $6 + 6 = _$.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 2 - MATH

Geometry

2nd Grade

- **2.G.1**: Recognize and draw shapes having specified attributes, such as a given number of angles or a given number of equal faces. Identify triangles, quadrilaterals, pentagons, hexagons, and cubes. Sizes are compared directly or visually, not compared by measuring.
- **2.G.2**: Partition a rectangle into rows and columns of same-size squares and count to find the total number of them.

Measurement and Data

2nd Grade

- **2.MD.1**: Measure the length of an object by selecting and using appropriate tools such as rulers, yardsticks, meter sticks, and measuring tapes.
- **2.MD.10**: Draw a picture graph and a bar graph (with single-unit scale) to represent a data set with up to four categories. Solve simple put-together, take-apart, and compare problems1 using information presented in a bar graph.
- **2.MD.2**: Measure the length of an object twice, using length units of different lengths for the two measurements; describe how the two measurements relate to the size of the unit chosen.
- **2.MD.3**: Estimate lengths using units of inches, feet, centimeters, and meters.
- 2.MD.4: Measure to determine how much longer one object is than another, expressing the length difference in terms of a standard length unit.
- **2.MD.5**: Use addition and subtraction within 100 to solve word problems involving lengths that are given in the same units, e.g., by using drawings (such as drawings of rulers) and equations with a symbol for the unknown number to represent the problem.
- **2.MD.6**: Represent whole numbers as lengths from 0 on a number line diagram with equally spaced points corresponding to the numbers 0, 1, 2, ..., and represent whole-number sums and differences within 100 on a number line diagram.
- **2.MD.7**: Tell and write time from analog and digital clocks to the nearest five minutes, using a.m. and p.m.
- **2.MD.8**: Solve word problems involving dollar bills, quarters, dimes, nickels, and pennies, using \$ and ¢ symbols appropriately. Example: If you have 2 dimes and 3 pennies, how many cents do you have?
- **2.MD.9**: Generate measurement data by measuring lengths of several objects to the nearest whole unit, or by making repeated measurements of the same object. Show the measurements by making a line plot, where the horizontal scale is marked off in whole-number units.

Number and Operations in Base Ten

2nd Grade

- **2.NBT.1a**: Understand that the three digits of a three-digit number represent amounts of hundreds, tens, and ones; e.g., 706 equals 7 hundreds, 0 tens, and 6 ones. Understand the following as special cases: 100 can be thought of as a bundle of ten tens called a "hundred."
- **2.NBT.1b**: Understand that the three digits of a three-digit number represent amounts of hundreds, tens, and ones; e.g., 706 equals 7 hundreds, 0 tens, and 6 ones. Understand the following as special cases: The numbers 100, 200, 300, 400, 500, 600, 700, 800, 900 refer to one, two, three, four, five, six, seven, eight, or nine hundreds (and 0 tens and 0 ones).
- **2.NBT.2**: Count within 1000; skip-count by 5s, 10s, and 100s.
- **2.NBT.3**: Read and write numbers to 1000 using base-ten numerals, number names, and expanded form.
- **2.NBT.4**: Compare two three-digit numbers based on meanings of the hundreds, tens, and ones digits, using >, =, and < symbols to record the results of comparisons.
- **2.NBT.5**: Fluently add and subtract within 100 using strategies based on place value, properties of operations, and/or the relationship between addition and subtraction.
- **2.NBT.6**: Add up to four two-digit numbers using strategies based on place value and properties of operations.
- **2.NBT.7**: Add and subtract within 1000, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method. Understand that in adding or subtracting three-digit numbers, one adds or subtracts hundreds and hundreds, tens and tens, ones and ones; and sometimes it is necessary to compose or decompose tens or hundreds.
- **2.NBT.8**: Mentally add 10 or 100 to a given number 100–900, and mentally subtract 10 or 100 from a given number 100–900.
- **2.NBT.9**: Explain why addition and subtraction strategies work, using place value and the properties of operations. Explanations may be supported by drawings or objects.

Operations and Algebraic Thinking

2nd Grade

- **2.OA.1**: Use addition and subtraction within 100 to solve one- and two-step word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem.
- **2.OA.2**: Fluently add and subtract within 20 using mental strategies. By end of Grade 2, know from memory all sums of two one-digit numbers. See standard 1.OA.6 for a list of mental strategies.
- **2.OA.3**: Determine whether a group of objects (up to 20) has an odd or even number of members, e.g., by pairing objects or counting them by 2s; write an equation to express an even number as a sum of two equal addends.
- **2.0A.4**: Use addition to find the total number of objects arranged in rectangular arrays with up to 5 rows and up to 5 columns; write an equation to express the total as a sum of equal addends.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 3 - MATH

Geometry

3rd Grade

- **3.G.1**: Understand that shapes in different categories (e.g., rhombuses, rectangles, and others) may share attributes (e.g., having four sides), and that the shared attributes can define a larger category (e.g., quadrilaterals). Recognize rhombuses, rectangles, and squares as examples of quadrilaterals, and draw examples of quadrilaterals that do not belong to any of these subcategories.
- **3.G.2**: Partition shapes into parts with equal areas. Express the area of each part as a unit fraction of the whole. For example, partition a shape into 4 parts with equal area, and describe the area of each part as 1/4 of the area of the shape.

Measurement and Data

3rd Grade

- **3.MD.1**: Tell and write time to the nearest minute and measure time intervals in minutes. Solve word problems involving addition and subtraction of time intervals in minutes, e.g., by representing the problem on a number line diagram.
- **3.MD.2**: Measure and estimate liquid volumes and masses of objects using standard units of grams (g), kilograms (kg), and liters (l).1 Add, subtract, multiply, or divide to solve one-step word problems involving masses or volumes that are given in the same units, e.g., by using drawings (such as a beaker with a measurement scale) to represent the problem.
- **3.MD.3**: Draw a scaled picture graph and a scaled bar graph to represent a data set with several categories. Solve one- and two-step "how many more" and "how many less" problems using information presented in scaled bar graphs. For example, draw a bar graph in which each square in the bar graph might represent 5 pets.
- **3.MD.4**: Generate measurement data by measuring lengths using rulers marked with halves and fourths of an inch. Show the data by making a line plot, where the horizontal scale is marked off in appropriate units— whole numbers, halves, or quarters.
- **3.MD.5a**: Recognize area as an attribute of plane figures and understand concepts of area measurement. A square with side length 1 unit, called "a unit square," is said to have "one square unit" of area, and can be used to measure area.
- **3.MD.5b**: Recognize area as an attribute of plane figures and understand concepts of area measurement. A plane figure which can be covered without gaps or overlaps by n unit squares is said to have an area of n square units.
- 3.MD.6: Measure areas by counting unit squares (square cm, square m, square in, square ft, and improvised units).
- **3.MD.7a**: Relate area to the operations of multiplication and addition. Find the area of a rectangle with whole-number side lengths by tiling it, and show that the area is the same as would be found by multiplying the side lengths.
- **3.MD.7b**: Relate area to the operations of multiplication and addition. Multiply side lengths to find areas of rectangles with whole-number side lengths in the context of solving real world and mathematical problems, and represent whole-number products as rectangular areas in mathematical reasoning.
- 3.MD.7c: Relate area to the operations of multiplication and addition. Use tiling to show in a concrete case that the area of a rectangle with whole-

number side lengths a and b + c is the sum of a \times b and a \times c. Use area models to represent the distributive property in mathematical reasoning.

- **3.MD.7d**: Relate area to the operations of multiplication and addition. Recognize area as additive. Find areas of rectilinear figures by decomposing them into non-overlapping rectangles and adding the areas of the non-overlapping parts, applying this technique to solve real world problems.
- **3.MD.8**: Solve real world and mathematical problems involving perimeters of polygons, including finding the perimeter given the side lengths, finding an unknown side length, and exhibiting rectangles with the same perimeter and different areas or with the same area and different perimeters.

Number and Operations Fractions

3rd Grade

- **3.NF.1**: Understand a fraction 1/b as the quantity formed by 1 part when a whole is partitioned into b equal parts; understand a fraction a/b as the quantity formed by a parts of size 1/b.
- **3.NF.2a**: Understand a fraction as a number on the number line; represent fractions on a number line diagram. Represent a fraction 1/b on a number line diagram by defining the interval from 0 to 1 as the whole and partitioning it into b equal parts. Recognize that each part has size 1/b and that the endpoint of the part based at 0 locates the number 1/b on the number line.
- **3.NF.2b**: Understand a fraction as a number on the number line; represent fractions on a number line diagram. Represent a fraction a/b on a number line diagram by marking off a lengths 1/b from 0. Recognize that the resulting interval has size a/b and that its endpoint locates the number a/b on the number line.
- **3.NF.3a**: Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. Understand two fractions as equivalent (equal) if they are the same size, or the same point on a number line.
- **3.NF.3b**: Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. Recognize and generate simple equivalent fractions, e.g., 1/2 = 2/4, 4/6 = 2/3). Explain why the fractions are equivalent, e.g., by using a visual fraction model.
- **3.NF.3c**: Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. Express whole numbers as fractions, and recognize fractions that are equivalent to whole numbers. Examples: Express 3 in the form 3 = 3/1; recognize that 6/1 = 6; locate 4/4 and 1 at the same point of a number line diagram.
- **3.NF.3d**: Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. Compare two fractions with the same numerator or the same denominator by reasoning about their size. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with the symbols >, =, or <, and justify the conclusions, e.g., by using a visual fraction model.

Number and Operations in Base Ten

3rd Grade

- **3.NBT.1**: Use place value understanding to round whole numbers to the nearest 10 or 100.
- **3.NBT.2**: Fluently add and subtract within 1000 using strategies and algorithms based on place value, properties of operations, and/or the relationship between addition and subtraction.
- **3.NBT.3**: Multiply one-digit whole numbers by multiples of 10 in the range 10-90 (e.g., 9×80 , 5×60) using strategies based on place value and properties of operations.

Operations and Algebraic Thinking

3rd Grade

- **3.0A.1**: Interpret products of whole numbers, e.g., interpret 5×7 as the total number of objects in 5 groups of 7 objects each. For example, describe a context in which a total number of objects can be expressed as 5×7 .
- **3.OA.2**: Interpret whole-number quotients of whole numbers, e.g., interpret $56 \div 8$ as the number of objects in each share when 56 objects are partitioned equally into 8 shares, or as a number of shares when 56 objects are partitioned into equal shares of 8 objects each. For example, describe a context in which a number of shares or a number of groups can be expressed as $56 \div 8$.
- **3.OA.3**: Use multiplication and division within 100 to solve word problems in situations involving equal groups, arrays, and measurement quantities, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem. See Glossary, Table 2.
- **3.0A.4**: Determine the unknown whole number in a multiplication or division equation relating three whole numbers. For example, determine the unknown number that makes the equation true in each of the equations $8 \times ? = 48$, $5 = _ \div 3$, $6 \times 6 = ?$
- **3.OA.5**: Apply properties of operations as strategies to multiply and divide. Examples: If $6 \times 4 = 24$ is known, then $4 \times 6 = 24$ is also known. (Commutative property of multiplication.) $3 \times 5 \times 2$ can be found by $3 \times 5 = 15$, then $15 \times 2 = 30$, or by $5 \times 2 = 10$, then $3 \times 10 = 30$. (Associative property of multiplication.) Knowing that $8 \times 5 = 40$ and $8 \times 2 = 16$, one can find 8×7 as $8 \times (5 + 2) = (8 \times 5) + (8 \times 2) = 40 + 16 = 56$. (Distributive property.) Students need not use formal terms for these properties.
- 3.OA.6: Understand division as an unknown-factor problem. For example, find 32 ÷ 8 by finding the number that makes 32 when multiplied by 8.
- **3.0A.7**: Fluently multiply and divide within 100, using strategies such as the relationship between multiplication and division (e.g., knowing that $8 \times 5 = 40$, one knows $40 \div 5 = 8$) or properties of operations. By the end of Grade 3, know from memory all products of two one-digit numbers.
- **3.OA.8**: Solve two-step word problems using the four operations. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding. This standard is limited to problems posed with whole numbers and having whole-number answers; students should know how to perform operations in the conventional order when there are no parentheses to specify a particular order.
- **3.OA.9**: Identify arithmetic patterns (including patterns in the addition table or multiplication table), and explain them using properties of operations. For example, observe that 4 times a number is always even, and explain why 4 times a number can be decomposed into two equal addends.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 4 - MATH

Geometry

4th Grade

- **4.G.1**: Draw points, lines, line segments, rays, angles (right, acute, obtuse), and perpendicular and parallel lines. Identify these in two-dimensional figures.
- **4.G.2**: Classify two-dimensional figures based on the presence or absence of parallel or perpendicular lines, or the presence or absence of angles of a specified size. Recognize right triangles as a category, and identify right triangles.
- **4.G.3**: Recognize a line of symmetry for a two-dimensional figure as a line across the figure such that the figure can be folded along the line into matching parts. Identify line-symmetric figures and draw lines of symmetry.

Measurement and Data

- **4.MD.1**: Know relative sizes of measurement units within one system of units including km, m, cm; kg, g; lb, oz.; l, ml; hr, min, sec. Within a single system of measurement, express measurements in a larger unit in terms of a smaller unit. Record measurement equivalents in a two-column table. For example, know that 1 ft is 12 times as long as 1 in. Express the length of a 4 ft snake as 48 in. Generate a conversion table for feet and inches listing the number pairs (1, 12), (2, 24), (3, 36), ...
- **4.MD.2**: Use the four operations to solve word problems involving distances, intervals of time, liquid volumes, masses of objects, and money, including problems involving simple fractions or decimals, and problems that require expressing measurements given in a larger unit in terms of a smaller unit. Represent measurement quantities using diagrams such as number line diagrams that feature a measurement scale.
- **4.MD.3**: Apply the area and perimeter formulas for rectangles in real world and mathematical problems. For example, find the width of a rectangular room given the area of the flooring and the length, by viewing the area formula as a multiplication equation with an unknown factor.
- **4.MD.4**: Make a line plot to display a data set of measurements in fractions of a unit (1/2, 1/4, 1/8). Solve problems involving addition and subtraction of fractions by using information presented in line plots. For example, from a line plot find and interpret the difference in length between the longest and shortest specimens in an insect collection.
- **4.MD.5a**: Recognize angles as geometric shapes that are formed wherever two rays share a common endpoint, and understand concepts of angle measurement: An angle is measured with reference to a circle with its center at the common endpoint of the rays, by considering the fraction of the circular arc between the points where the two rays intersect the circle. An angle that turns through 1/360 of a circle is called a "one-degree angle," and can be used to measure angles.
- **4.MD.5b**: Recognize angles as geometric shapes that are formed wherever two rays share a common endpoint, and understand concepts of angle measurement: An angle that turns through n one-degree angles is said to have an angle measure of n degrees.
- **4.MD.6**: Measure angles in whole-number degrees using a protractor. Sketch angles of specified measure.

Number and Operations Fractions

- **4.NF.1**: Explain why a fraction a/b is equivalent to a fraction ($n \times a$)/($n \times b$) by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions.
- **4.NF.2**: Compare two fractions with different numerators and different denominators, e.g., by creating common denominators or numerators, or by comparing to a benchmark fraction such as 1/2. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with symbols >, =, or <, and justify the conclusions, e.g., by using a visual fraction model.
- **4.NF.3a**: Understand a fraction a/b with a > 1 as a sum of fractions 1/b. Understand addition and subtraction of fractions as joining and separating parts referring to the same whole.
- **4.NF.3b**: Understand a fraction a/b with a > 1 as a sum of fractions 1/b. Decompose a fraction into a sum of fractions with the same denominator in more than one way, recording each decomposition by an equation. Justify decompositions, e.g., by using a visual fraction model. Examples: 3/8 = 1/8 + 1/8 + 1/8 = 1/8 + 1/8 = 1/8 + 1/8 = 1/8 + 1/8 = 1/8 + 1/8.
- **4.NF.3c**: Understand a fraction a/b with a > 1 as a sum of fractions 1/b. Add and subtract mixed numbers with like denominators, e.g., by replacing each mixed number with an equivalent fraction, and/or by using properties of operations and the relationship between addition and subtraction.
- **4.NF.3d**: Understand a fraction a/b with a > 1 as a sum of fractions 1/b. Solve word problems involving addition and subtraction of fractions referring to the same whole and having like denominators, e.g., by using visual fraction models and equations to represent the problem.
- **4.NF.4a**: Apply and extend previous understandings of multiplication to multiply a fraction by a whole number. Understand a fraction a/b as a multiple of 1/b. For example, use a visual fraction model to represent 5/4 as the product $5 \times (1/4)$, recording the conclusion by the equation $5/4 = 5 \times (1/4)$.
- **4.NF.4b**: Apply and extend previous understandings of multiplication to multiply a fraction by a whole number. Understand a multiple of a/b as a multiple of 1/b, and use this understanding to multiply a fraction by a whole number. For example, use a visual fraction model to express $3 \times (2/5)$ as $6 \times (1/5)$, recognizing this product as 6/5. (In general, $n \times (a/b) = (n \times a)/b$.)
- **4.NF.4c**: Apply and extend previous understandings of multiplication to multiply a fraction by a whole number. Solve word problems involving multiplication of a fraction by a whole number, e.g., by using visual fraction models and equations to represent the problem. For example, if each person at a party will eat 3/8 of a pound of roast beef, and there will be 5 people at the party, how many pounds of roast beef will be needed? Between what two whole numbers does your answer lie?
- **4.NF.5**: Express a fraction with denominator 10 as an equivalent fraction with denominator 100, and use this technique to add two fractions with respective denominators 10 and 100.2 For example, express 3/10 as 30/100, and add 3/10 + 4/100 = 34/100.
- **4.NF.6**: Use decimal notation for fractions with denominators 10 or 100. For example, rewrite 0.62 as 62/100; describe a length as 0.62 meters; locate 0.62 on a number line diagram.
- **4.NF.7**: Compare two decimals to hundredths by reasoning about their size. Recognize that comparisons are valid only when the two decimals refer to the same whole. Record the results of comparisons with the symbols >, =, or <, and justify the conclusions, e.g., by using a visual model.

Number and Operations in Base Ten

4th Grade

- **4.NBT.1**: Recognize that in a multi-digit whole number, a digit in one place represents ten times what it represents in the place to its right. For example, recognize that $700 \div 70 = 10$ by applying concepts of place value and division.
- **4.NBT.2**: Read and write multi-digit whole numbers using base-ten numerals, number names, and expanded form. Compare two multi-digit numbers based on meanings of the digits in each place, using >, =, and < symbols to record the results of comparisons.
- **4.NBT.3**: Use place value understanding to round multi-digit whole numbers to any place.
- **4.NBT.4**: Fluently add and subtract multi-digit whole numbers using the standard algorithm.
- **4.NBT.5**: Multiply a whole number of up to four digits by a one-digit whole number, and multiply two two-digit numbers, using strategies based on place value and the properties of operations. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.
- **4.NBT.6**: Find whole-number quotients and remainders with up to four-digit dividends and one-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.

Operations and Algebraic Thinking

- **4.0A.1**: Interpret a multiplication equation as a comparison, e.g., interpret $35 = 5 \times 7$ as a statement that 35 is 5 times as many as 7 and 7 times as many as 5. Represent verbal statements of multiplicative comparisons as multiplication equations.
- **4.OA.2**: Multiply or divide to solve word problems involving multiplicative comparison, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem, distinguishing multiplicative comparison from additive comparison. See Glossary, Table 2.
- **4.OA.3**: Solve multistep word problems posed with whole numbers and having whole-number answers using the four operations, including problems in which remainders must be interpreted. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding.
- **4.OA.4**: Find all factor pairs for a whole number in the range 1–100. Recognize that a whole number is a multiple of each of its factors. Determine whether a given whole number in the range 1–100 is a multiple of a given one-digit number. Determine whether a given whole number in the range 1–100 is prime or composite.
- **4.OA.5**: Generate a number or shape pattern that follows a given rule. Identify apparent features of the pattern that were not explicit in the rule itself. For example, given the rule "Add 3" and the starting number 1, generate terms in the resulting sequence and observe that the terms appear to alternate between odd and even numbers. Explain informally why the numbers will continue to alternate in this way.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 5 - MATH

Geometry

5th Grade

- **5.G.1**: Use a pair of perpendicular number lines, called axes, to define a coordinate system, with the intersection of the lines (the origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates. Understand that the first number indicates how far to travel from the origin in the direction of one axis, and the second number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (e.g., x-axis and x-coordinate, y-axis and y-coordinate).
- **5.G.2**: Represent real world and mathematical problems by graphing points in the first quadrant of the coordinate plane, and interpret coordinate values of points in the context of the situation.
- **5.G.3**: Understand that attributes belonging to a category of two-dimensional figures also belong to all subcategories of that category. For example, all rectangles have four right angles and squares are rectangles, so all squares have four right angles.
- **5.G.4**: Classify two-dimensional figures in a hierarchy based on properties.

Measurement and Data

- **5.MD.1**: Convert among different-sized standard measurement units within a given measurement system (e.g., convert 5 cm to 0.05 m), and use these conversions in solving multi-step, real world problems.
- **5.MD.2**: Make a line plot to display a data set of measurements in fractions of a unit (1/2, 1/4, 1/8). Use operations on fractions for this grade to solve problems involving information presented in line plots. For example, given different measurements of liquid in identical beakers, find the amount of liquid each beaker would contain if the total amount in all the beakers were redistributed equally.
- **5.MD.3a**: Recognize volume as an attribute of solid figures and understand concepts of volume measurement. A cube with side length 1 unit, called a "unit cube." is said to have "one cubic unit" of volume, and can be used to measure volume.
- **5.MD.3b**: Recognize volume as an attribute of solid figures and understand concepts of volume measurement. A solid figure which can be packed without gaps or overlaps using n unit cubes is said to have a volume of n cubic units.
- **5.MD.4**: Measure volumes by counting unit cubes, using cubic cm, cubic in, cubic ft, and improvised units.
- **5.MD.5a**: Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume. Find the volume of a right rectangular prism with whole-number side lengths by packing it with unit cubes, and show that the volume is the same as would be found by multiplying the edge lengths, equivalently by multiplying the height by the area of the base. Represent threefold whole-number products as volumes, e.g., to represent the associative property of multiplication.

- **5.MD.5b**: Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume. Apply the formulas $V = I \times w \times h$ and $V = b \times h$ for rectangular prisms to find volumes of right rectangular prisms with whole-number edge lengths in the context of solving real world and mathematical problems.
- **5.MD.5c**: Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume. Recognize volume as additive. Find volumes of solid figures composed of two non-overlapping right rectangular prisms by adding the volumes of the non-overlapping parts, applying this technique to solve real world problems.

Number and Operations Fractions

- **5.NF.1**: Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. For example, 2/3 + 5/4 = 8/12 + 15/12 = 23/12. (In general, a/b + c/d = (ad + bc)/bd.)
- **5.NF.2**: Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of fractions to estimate mentally and assess the reasonableness of answers. For example, recognize an incorrect result 2/5 + 1/2 = 3/7, by observing that 3/7 < 1/2.
- **5.NF.3**: Interpret a fraction as division of the numerator by the denominator ($a/b = a \div b$). Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers, e.g., by using visual fraction models or equations to represent the problem. For example, interpret 3/4 as the result of dividing 3 by 4, noting that 3/4 multiplied by 4 equals 3, and that when 3 wholes are shared equally among 4 people each person has a share of size 3/4. If 9 people want to share a 50-pound sack of rice equally by weight, how many pounds of rice should each person get? Between what two whole numbers does your answer lie?
- **5.NF.4a**: Apply and extend previous understandings of multiplication to multiply a fraction or whole number by a fraction. Interpret the product (a/b) \times q as a parts of a partition of q into b equal parts; equivalently, as the result of a sequence of operations a \times q \div b. For example, use a visual fraction model to show (2/3) \times 4 = 8/3, and create a story context for this equation. Do the same with (2/3) \times (4/5) = 8/15. (In general, (a/b) \times (c/d) = ac/bd.)
- **5.NF.4b**: Apply and extend previous understandings of multiplication to multiply a fraction or whole number by a fraction. Find the area of a rectangle with fractional side lengths by tiling it with unit squares of the appropriate unit fraction side lengths, and show that the area is the same as would be found by multiplying the side lengths. Multiply fractional side lengths to find areas of rectangles, and represent fraction products as rectangular areas.
- **5.NF.5a**: Interpret multiplication as scaling (resizing), by: Comparing the size of a product to the size of one factor on the basis of the size of the other factor, without performing the indicated multiplication.
- **5.NF.5b**: Interpret multiplication as scaling (resizing), by: Explaining why multiplying a given number by a fraction greater than 1 results in a product greater than the given number (recognizing multiplication by whole numbers greater than 1 as a familiar case); explaining why multiplying a given number by a fraction less than 1 results in a product smaller than the given number; and relating the principle of fraction equivalence $a/b = (n \times a)/(n \times b)$ to the effect of multiplying a/b by 1.
- **5.NF.6**: Solve real world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem.
- **5.NF.7a**: Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions.

Students able to multiply fractions in general can develop strategies to divide fractions in general, by reasoning about the relationship between multiplication and division. But division of a fraction by a fraction is not a requirement at this grade. Interpret division of a unit fraction by a non-zero whole number, and compute such quotients. For example, create a story context for $(1/3) \div 4$, and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that $(1/3) \div 4 = 1/12$ because $(1/12) \times 4 = 1/3$.

- **5.NF.7b**: Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions. Students able to multiply fractions in general can develop strategies to divide fractions in general, by reasoning about the relationship between multiplication and division. But division of a fraction by a fraction is not a requirement at this grade. Interpret division of a whole number by a unit fraction, and compute such quotients. For example, create a story context for $4 \div (1/5)$, and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that $4 \div (1/5) = 20$ because $20 \times (1/5) = 4$.
- **5.NF.7c**: Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions. Students able to multiply fractions in general can develop strategies to divide fractions in general, by reasoning about the relationship between multiplication and division. But division of a fraction by a fraction is not a requirement at this grade. Solve real world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. For example, how much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 1/3-cup servings are in 2 cups of raisins?

Number and Operations in Base Ten

- **5.NBT.1**: Recognize that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and 1/10 of what it represents in the place to its left.
- **5.NBT.2**: Explain patterns in the number of zeros of the product when multiplying a number by powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole-number exponents to denote powers of 10.
- **5.NBT.3a**: Read, write, and compare decimals to thousandths. Read and write decimals to thousandths using base-ten numerals, number names, and expanded form, e.g., $347.392 = 3 \times 100 + 4 \times 10 + 7 \times 1 + 3 \times (1/10) + 9 \times (1/100) + 2 \times (1/1000)$.
- **5.NBT.3b**: Read, write, and compare decimals to thousandths. Compare two decimals to thousandths based on meanings of the digits in each place, using >, =, and < symbols to record the results of comparisons.
- **5.NBT.4**: Use place value understanding to round decimals to any place.
- **5.NBT.5**: Fluently multiply multi-digit whole numbers using the standard algorithm.
- **5.NBT.6**: Find whole-number quotients of whole numbers with up to four-digit dividends and two-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.
- **5.NBT.7**: Add, subtract, multiply, and divide decimals to hundredths, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used.

Operations and Algebraic Thinking

- **5.0A.1**: Use parentheses, brackets, or braces in numerical expressions, and evaluate expressions with these symbols.
- **5.0A.2**: Write simple expressions that record calculations with numbers, and interpret numerical expressions without evaluating them. For example, express the calculation "add 8 and 7, then multiply by 2" as $2 \times (8 + 7)$. Recognize that $3 \times (18932 + 921)$ is three times as large as 18932 + 921, without having to calculate the indicated sum or product.
- **5.OA.3**: Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms. Form ordered pairs consisting of corresponding terms from the two patterns, and graph the ordered pairs on a coordinate plane. For example, given the rule "Add 3" and the starting number 0, and given the rule "Add 6" and the starting number 0, generate terms in the resulting sequences, and observe that the terms in one sequence are twice the corresponding terms in the other sequence. Explain informally why this is so.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 6 - MATH

Expressions and Equations

- **6.EE.1**: Write and evaluate numerical expressions involving whole-number exponents.
- **6.EE.2a**: Write, read, and evaluate expressions in which letters stand for numbers. Write expressions that record operations with numbers and with letters standing for numbers. For example, express the calculation "Subtract y from 5" as 5 y.
- **6.EE.2b**: Write, read, and evaluate expressions in which letters stand for numbers. Identify parts of an expression using mathematical terms (sum, term, product, factor, quotient, coefficient); view one or more parts of an expression as a single entity. For example, describe the expression 2 (8 + 7) as a product of two factors; view (8 + 7) as both a single entity and a sum of two terms.
- **6.EE.2c**: Write, read, and evaluate expressions in which letters stand for numbers. Evaluate expressions at specific values of their variables. Include expressions that arise from formulas used in real-world problems. Perform arithmetic operations, including those involving whole-number exponents, in the conventional order when there are no parentheses to specify a particular order (Order of Operations). For example, use the formulas V = s3 and A = 6 s2 to find the volume and surface area of a cube with sides of length s = 1/2.
- **6.EE.3**: Apply the properties of operations to generate equivalent expressions. For example, apply the distributive property to the expression 3 (2 + x) to produce the equivalent expression 6 + 3x; apply the distributive property to the expression 24x + 18y to produce the equivalent expression 6 (4x + 3y); apply properties of operations to y + y + y to produce the equivalent expression 3y.
- **6.EE.4**: Identify when two expressions are equivalent (i.e., when the two expressions name the same number regardless of which value is substituted into them). For example, the expressions y + y + y and 3y are equivalent because they name the same number regardless of which number y stands for. Reason about and solve one-variable equations and inequalities.
- **6.EE.5**: Understand solving an equation or inequality as a process of answering a question: which values from a specified set, if any, make the equation or inequality true? Use substitution to determine whether a given number in a specified set makes an equation or inequality true.
- **6.EE.6**: Use variables to represent numbers and write expressions when solving a real-world or mathematical problem; understand that a variable can represent an unknown number, or, depending on the purpose at hand, any number in a specified set.
- **6.EE.7**: Solve real-world and mathematical problems by writing and solving equations of the form x + p = q and px = q for cases in which p, q and x are all nonnegative rational numbers.
- **6.EE.8**: Write an inequality of the form x > c or x < c to represent a constraint or condition in a real-world or mathematical problem. Recognize that inequalities of the form x > c or x < c have infinitely many solutions; represent solutions of such inequalities on number line diagrams.
- **6.EE.9**: Use variables to represent two quantities in a real-world problem that change in relationship to one another; write an equation to express one quantity, thought of as the dependent variable, in terms of the other quantity, thought of as the independent variable. Analyze the relationship between the dependent and independent variables using graphs and tables, and relate these to the equation. For example, in a problem involving motion at constant speed, list and graph ordered pairs of distances and times, and write the equation d = 65t to represent the relationship between distance and time.

Geometry

6th Grade

- **6.G.1**: Find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.
- **6.G.2**: Find the volume of a right rectangular prism with fractional edge lengths by packing it with unit cubes of the appropriate unit fraction edge lengths, and show that the volume is the same as would be found by multiplying the edge lengths of the prism. Apply the formulas V = I w h and V = b h to find volumes of right rectangular prisms with fractional edge lengths in the context of solving real-world and mathematical problems.
- **6.G.3**: Draw polygons in the coordinate plane given coordinates for the vertices; use coordinates to find the length of a side joining points with the same first coordinate or the same second coordinate. Apply these techniques in the context of solving real-world and mathematical problems.
- **6.G.4**: Represent three-dimensional figures using nets made up of rectangles and triangles, and use the nets to find the surface area of these figures. Apply these techniques in the context of solving real-world and mathematical problems.

Ratios and Proportional Relationships

- **6.RP.1**: Understand the concept of a ratio and use ratio language to describe a ratio relationship between two quantities. For example, "The ratio of wings to beaks in the bird house at the zoo was 2:1, because for every 2 wings there was 1 beak." "For every vote candidate A received, candidate C received nearly three votes."
- **6.RP.2**: Understand the concept of a unit rate a/b associated with a ratio a:b with b ≠ 0, and use rate language in the context of a ratio relationship. For example, "This recipe has a ratio of 3 cups of flour to 4 cups of sugar, so there is 3/4 cup of flour for each cup of sugar." "We paid \$75 for 15 hamburgers, which is a rate of \$5 per hamburger." Expectations for unit rates in this grade are limited to non-complex fractions.
- **6.RP.3a**: Use ratio and rate reasoning to solve real-world and mathematical problems, e.g., by reasoning about tables of equivalent ratios, tape diagrams, double number line diagrams, or equations. Make tables of equivalent ratios relating quantities with whole-number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane. Use tables to compare ratios.
- **6.RP.3b**: Use ratio and rate reasoning to solve real-world and mathematical problems, e.g., by reasoning about tables of equivalent ratios, tape diagrams, double number line diagrams, or equations. Solve unit rate problems including those involving unit pricing and constant speed. For example, if it took 7 hours to mow 4 lawns, then at that rate, how many lawns could be mowed in 35 hours? At what rate were lawns being mowed?
- **6.RP.3c**: Use ratio and rate reasoning to solve real-world and mathematical problems, e.g., by reasoning about tables of equivalent ratios, tape diagrams, double number line diagrams, or equations. Find a percent of a quantity as a rate per 100 (e.g., 30% of a quantity means 30/100 times the quantity); solve problems involving finding the whole, given a part and the percent.

Statistics and Probability

6th Grade

- **6.SP.1**: Recognize a statistical question as one that anticipates variability in the data related to the question and accounts for it in the answers. For example, "How old am I?" is not a statistical question, but "How old are the students in my school?" is a statistical question because one anticipates variability in students' ages.
- **6.SP.2**: Understand that a set of data collected to answer a statistical question has a distribution which can be described by its center, spread, and overall shape.
- **6.SP.3**: Recognize that a measure of center for a numerical data set summarizes all of its values with a single number, while a measure of variation describes how its values vary with a single number.
- **6.SP.4**: Display numerical data in plots on a number line, including dot plots, histograms, and box plots.
- **6.SP.5a**: Summarize numerical data sets in relation to their context, such as by: Reporting the number of observations.
- **6.SP.5b**: Summarize numerical data sets in relation to their context, such as by: Describing the nature of the attribute under investigation, including how it was measured and its units of measurement.
- **6.SP.5c**: Summarize numerical data sets in relation to their context, such as by: Giving quantitative measures of center (median and/or mean) and variability (interquartile range and/or mean absolute deviation), as well as describing any overall pattern and any striking deviations from the overall pattern with reference to the context in which the data were gathered.
- **6.SP.5d**: Summarize numerical data sets in relation to their context, such as by: Relating the choice of measures of center and variability to the shape of the data distribution and the context in which the data were gathered.

The Number System

- **6.NS.1**: Interpret and compute quotients of fractions, and solve word problems involving division of fractions by fractions, e.g., by using visual fraction models and equations to represent the problem. For example, create a story context for $(2/3) \div (3/4)$ and use a visual fraction model to show the quotient; use the relationship between multiplication and division to explain that $(2/3) \div (3/4) = 8/9$ because 3/4 of 8/9 is 2/3. (In general, $(a/b) \div (c/d) = ad/bc$.) How much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 3/4-cup servings are in 2/3 of a cup of yogurt? How wide is a rectangular strip of land with length 3/4 mi and area 1/2 square mi? Compute fluently with multi-digit numbers and find common factors and multiples.
- **6.NS.2**: Fluently divide multi-digit numbers using the standard algorithm.
- **6.NS.3**: Fluently add, subtract, multiply, and divide multi-digit decimals using the standard algorithm for each operation.
- **6.NS.4**: Find the greatest common factor of two whole numbers less than or equal to 100 and the least common multiple of two whole numbers less than or equal to 12. Use the distributive property to express a sum of two whole numbers 1–100 with a common factor as a multiple of a sum of two whole numbers with no common factor. For example, express 36 + 8 as 4 (9 + 2). Apply and extend previous understandings of numbers to the system of rational numbers.
- **6.NS.5**: Understand that positive and negative numbers are used together to describe quantities having opposite directions or values (e.g., temperature above/below zero, elevation above/below sea level, credits/debits, positive/negative electric charge); use positive and negative numbers to represent quantities in real-world contexts, explaining the meaning of 0 in each situation.

- **6.NS.6a**: Understand a rational number as a point on the number line. Extend number line diagrams and coordinate axes familiar from previous grades to represent points on the line and in the plane with negative number coordinates. Recognize opposite signs of numbers as indicating locations on opposite sides of 0 on the number line; recognize that the opposite of the opposite of a number is the number itself, e.g., -(-3) = 3, and that 0 is its own opposite.
- **6.NS.6b**: Understand a rational number as a point on the number line. Extend number line diagrams and coordinate axes familiar from previous grades to represent points on the line and in the plane with negative number coordinates. Understand signs of numbers in ordered pairs as indicating locations in quadrants of the coordinate plane; recognize that when two ordered pairs differ only by signs, the locations of the points are related by reflections across one or both axes.
- **6.NS.6c**: Understand a rational number as a point on the number line. Extend number line diagrams and coordinate axes familiar from previous grades to represent points on the line and in the plane with negative number coordinates. Find and position integers and other rational numbers on a horizontal or vertical number line diagram; find and position pairs of integers and other rational numbers on a coordinate plane.
- **6.NS.7a**: Understand ordering and absolute value of rational numbers. Interpret statements of inequality as statements about the relative position of two numbers on a number line diagram. For example, interpret -3 > -7 as a statement that -3 is located to the right of -7 on a number line oriented from left to right.
- **6.NS.7b**: Understand ordering and absolute value of rational numbers. Write, interpret, and explain statements of order for rational numbers in real-world contexts. For example, write -3 °C > -7 °C to express the fact that -3 °C is warmer than -7 °C.
- **6.NS.7c**: Understand ordering and absolute value of rational numbers. Understand the absolute value of a rational number as its distance from 0 on the number line; interpret absolute value as magnitude for a positive or negative quantity in a real-world situation. For example, for an account balance of -30 dollars, write |-30| = 30 to describe the size of the debt in dollars.
- **6.NS.7d**: Understand ordering and absolute value of rational numbers. Distinguish comparisons of absolute value from statements about order. For example, recognize that an account balance less than –30 dollars represents a debt greater than 30 dollars.
- **6.NS.8**: Solve real-world and mathematical problems by graphing points in all four quadrants of the coordinate plane. Include use of coordinates and absolute value to find distances between points with the same first coordinate or the same second coordinate.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 7 - MATH

Expressions and Equations

7th Grade

- **7.EE.1**: Apply properties of operations as strategies to add, subtract, factor, and expand linear expressions with rational coefficients.
- **7.EE.2**: Understand that rewriting an expression in different forms in a problem context can shed light on the problem and how the quantities in it are related. For example, a + 0.05a = 1.05a means that "increase by 5%" is the same as "multiply by 1.05."
- **7.EE.3**: Solve multi-step real-life and mathematical problems posed with positive and negative rational numbers in any form (whole numbers, fractions, and decimals), using tools strategically. Apply properties of operations to calculate with numbers in any form; convert between forms as appropriate; and assess the reasonableness of answers using mental computation and estimation strategies. For example: If a woman making \$25 an hour gets a 10% raise, she will make an additional 1/10 of her salary an hour, or \$2.50, for a new salary of \$27.50. If you want to place a towel bar 9 3/4 inches long in the center of a door that is 27 1/2 inches wide, you will need to place the bar about 9 inches from each edge; this estimate can be used as a check on the exact computation.
- **7.EE.4a**: Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities. Solve word problems leading to equations of the form px + q = r and p(x + q) = r, where p, q, and r are specific rational numbers. Solve equations of these forms fluently. Compare an algebraic solution to an arithmetic solution, identifying the sequence of the operations used in each approach. For example, the perimeter of a rectangle is 54 cm. Its length is 6 cm. What is its width?
- **7.EE.4b**: Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities. Solve word problems leading to inequalities of the form px + q > r or px + q < r, where p, q, and r are specific rational numbers. Graph the solution set of the inequality and interpret it in the context of the problem. For example: As a salesperson, you are paid \$50 per week plus \$3 per sale. This week you want your pay to be at least \$100. Write an inequality for the number of sales you need to make, and describe the solutions.

Geometry

- **7.G.1**: Solve problems involving scale drawings of geometric figures, including computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale.
- **7.G.2**: Draw (freehand, with ruler and protractor, and with technology) geometric shapes with given conditions. Focus on constructing triangles from three measures of angles or sides, noticing when the conditions determine a unique triangle, more than one triangle, or no triangle.
- **7.G.3**: Describe the two-dimensional figures that result from slicing three-dimensional figures, as in plane sections of right rectangular prisms and right rectangular pyramids.

- **7.G.4**: Know the formulas for the area and circumference of a circle and use them to solve problems; give an informal derivation of the relationship between the circumference and area of a circle.
- **7.G.5**: Use facts about supplementary, complementary, vertical, and adjacent angles in a multi-step problem to write and solve simple equations for an unknown angle in a figure.
- **7.G.6**: Solve real-world and mathematical problems involving area, volume and surface area of two- and three-dimensional objects composed of triangles, quadrilaterals, polygons, cubes, and right prisms.

Ratios and Proportional Relationships

7th Grade

- **7.RP.1**: Compute unit rates associated with ratios of fractions, including ratios of lengths, areas and other quantities measured in like or different units. For example, if a person walks 1/2 mile in each 1/4 hour, compute the unit rate as the complex fraction 1/2/1/4 miles per hour, equivalently 2 miles per hour.
- **7.RP.2a**: Recognize and represent proportional relationships between quantities. Decide whether two quantities are in a proportional relationship, e.g., by testing for equivalent ratios in a table or graphing on a coordinate plane and observing whether the graph is a straight line through the origin.
- **7.RP.2b**: Recognize and represent proportional relationships between quantities. Identify the constant of proportionality (unit rate) in tables, graphs, equations, diagrams, and verbal descriptions of proportional relationships.
- **7.RP.2c**: Recognize and represent proportional relationships between quantities. Represent proportional relationships by equations. For example, if total cost t is proportional to the number n of items purchased at a constant price p, the relationship between the total cost and the number of items can be expressed as t = pn.
- **7.RP.2d**: Recognize and represent proportional relationships between quantities. Explain what a point (x, y) on the graph of a proportional relationship means in terms of the situation, with special attention to the points (0, 0) and (1, r) where r is the unit rate.
- **7.RP.3**: Use proportional relationships to solve multistep ratio and percent problems. Examples: simple interest, tax, markups and markdowns, gratuities and commissions, fees, percent increase and decrease, percent error.

Statistics and Probability

- **7.SP.1**: Understand that statistics can be used to gain information about a population by examining a sample of the population; generalizations about a population from a sample are valid only if the sample is representative of that population. Understand that random sampling tends to produce representative samples and support valid inferences.
- **7.SP.2**: Use data from a random sample to draw inferences about a population with an unknown characteristic of interest. Generate multiple samples (or simulated samples) of the same size to gauge the variation in estimates or predictions. For example, estimate the mean word length in a book by randomly sampling words from the book; predict the winner of a school election based on randomly sampled survey data. Gauge how far off the estimate or prediction might be.
- 7.SP.3: Informally assess the degree of visual overlap of two numerical data distributions with similar variabilities, measuring the difference between

the centers by expressing it as a multiple of a measure of variability. For example, the mean height of players on the basketball team is 10 cm greater than the mean height of players on the soccer team, about twice the variability (mean absolute deviation) on either team; on a dot plot, the separation between the two distributions of heights is noticeable.

- **7.SP.4**: Use measures of center and measures of variability for numerical data from random samples to draw informal comparative inferences about two populations. For example, decide whether the words in a chapter of a seventh-grade science book are generally longer than the words in a chapter of a fourth-grade science book.
- **7.SP.5**: Understand that the probability of a chance event is a number between 0 and 1 that expresses the likelihood of the event occurring. Larger numbers indicate greater likelihood. A probability near 0 indicates an unlikely event, a probability around 1/2 indicates an event that is neither unlikely nor likely, and a probability near 1 indicates a likely event.
- **7.SP.6**: Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability. For example, when rolling a number cube 600 times, predict that a 3 or 6 would be rolled roughly 200 times, but probably not exactly 200 times.
- **7.SP.7a**: Develop a probability model and use it to find probabilities of events. Compare probabilities from a model to observed frequencies; if the agreement is not good, explain possible sources of the discrepancy. Develop a uniform probability model by assigning equal probability to all outcomes, and use the model to determine probabilities of events. For example, if a student is selected at random from a class, find the probability that Jane will be selected and the probability that a girl will be selected.
- **7.SP.7b**: Develop a probability model and use it to find probabilities of events. Compare probabilities from a model to observed frequencies; if the agreement is not good, explain possible sources of the discrepancy. Develop a probability model (which may not be uniform) by observing frequencies in data generated from a chance process. For example, find the approximate probability that a spinning penny will land heads up or that a tossed paper cup will land open-end down. Do the outcomes for the spinning penny appear to be equally likely based on the observed frequencies?
- **7.SP.8a**: Find probabilities of compound events using organized lists, tables, tree diagrams, and simulation. Understand that, just as with simple events, the probability of a compound event is the fraction of outcomes in the sample space for which the compound event occurs.
- **7.SP.8b**: Find probabilities of compound events using organized lists, tables, tree diagrams, and simulation. Represent sample spaces for compound events using methods such as organized lists, tables and tree diagrams. For an event described in everyday language (e.g., "rolling double sixes"), identify the outcomes in the sample space which compose the event.
- **7.SP.8c**: Find probabilities of compound events using organized lists, tables, tree diagrams, and simulation. Design and use a simulation to generate frequencies for compound events. For example, use random digits as a simulation tool to approximate the answer to the question: If 40% of donors have type A blood, what is the probability that it will take at least 4 donors to find one with type A blood?

The Number System

- **7.NS.1a**: Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram. Describe situations in which opposite quantities combine to make 0. For example, a hydrogen atom has 0 charge because its two constituents are oppositely charged.
- **7.NS.1b**: Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram. Understand p + q as the number located a distance |q| from p, in the positive or negative direction depending on whether q is positive or negative. Show that a number and its opposite have a sum of 0 (are additive inverses). Interpret sums of rational numbers by describing real-world contexts.

- **7.NS.1c**: Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram. Understand subtraction of rational numbers as adding the additive inverse, p q = p + (-q). Show that the distance between two rational numbers on the number line is the absolute value of their difference, and apply this principle in real-world contexts.
- **7.NS.1d**: Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram. Apply properties of operations as strategies to add and subtract rational numbers.
- **7.NS.2a**: Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers. Understand that multiplication is extended from fractions to rational numbers by requiring that operations continue to satisfy the properties of operations, particularly the distributive property, leading to products such as (-1)(-1) = 1 and the rules for multiplying signed numbers. Interpret products of rational numbers by describing real-world contexts.
- **7.NS.2b**: Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers. Understand that integers can be divided, provided that the divisor is not zero, and every quotient of integers (with non-zero divisor) is a rational number. If p and q are integers, then -(p/q) = (-p)/q = p/(-q). Interpret quotients of rational numbers by describing real-world contexts.
- **7.NS.2c**: Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers. Apply properties of operations as strategies to multiply and divide rational numbers.
- **7.NS.2d**: Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers. Convert a rational number to a decimal using long division; know that the decimal form of a rational number terminates in 0s or eventually repeats.
- **7.NS.3**: Solve real-world and mathematical problems involving the four operations with rational numbers. Computations with rational numbers extend the rules for manipulating fractions to complex fractions.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 8 - MATH

Expressions and Equations

- **8.EE.1**: Know and apply the properties of integer exponents to generate equivalent numerical expressions. For example, $32 \times 3-5 = 3-3 = 1/33 = 1/27$.
- **8.EE.2**: Use square root and cube root symbols to represent solutions to equations of the form x2 = p and x3 = p, where p is a positive rational number. Evaluate square roots of small perfect squares and cube roots of small perfect cubes. Know that $\sqrt{2}$ is irrational.
- **8.EE.3**: Use numbers expressed in the form of a single digit times a whole-number power of 10 to estimate very large or very small quantities, and to express how many times as much one is than the other. For example, estimate the population of the United States as 3 times 108 and the population of the world as 7 times 109, and determine that the world population is more than 20 times larger.
- **8.EE.4**: Perform operations with numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Use scientific notation and choose units of appropriate size for measurements of very large or very small quantities (e.g., use millimeters per year for seafloor spreading). Interpret scientific notation that has been generated by technology.
- **8.EE.5**: Graph proportional relationships, interpreting the unit rate as the slope of the graph. Compare two different proportional relationships represented in different ways. For example, compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed.
- **8.EE.6**: Use similar triangles to explain why the slope m is the same between any two distinct points on a non-vertical line in the coordinate plane; derive the equation y = mx for a line through the origin and the equation y = mx + b for a line intercepting the vertical axis at b.
- **8.EE.7a**: Solve linear equations in one variable. Give examples of linear equations in one variable with one solution, infinitely many solutions, or no solutions. Show which of these possibilities is the case by successively transforming the given equation into simpler forms, until an equivalent equation of the form x = a, a = a, or a = b results (where a and b are different numbers).
- **8.EE.7b**: Solve linear equations in one variable. Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.
- **8.EE.8a**: Analyze and solve pairs of simultaneous linear equations. Understand that solutions to a system of two linear equations in two variables correspond to points of intersection of their graphs, because points of intersection satisfy both equations simultaneously.
- **8.EE.8b**: Analyze and solve pairs of simultaneous linear equations. Solve systems of two linear equations in two variables algebraically, and estimate solutions by graphing the equations. Solve simple cases by inspection. For example, 3x + 2y = 5 and 3x + 2y = 6 have no solution because 3x + 2y cannot simultaneously be 5 and 6.
- **8.EE.8c**: Analyze and solve pairs of simultaneous linear equations. Solve real-world and mathematical problems leading to two linear equations in two variables. For example, given coordinates for two pairs of points, determine whether the line through the first pair of points intersects the line through the second pair.

Functions

8th Grade

- **8.F.1**: Understand that a function is a rule that assigns to each input exactly one output. The graph of a function is the set of ordered pairs consisting of an input and the corresponding output. Function notation is not required in Grade 8.
- **8.F.2**: Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). For example, given a linear function represented by a table of values and a linear function represented by an algebraic expression, determine which function has the greater rate of change.
- **8.F.3**: Interpret the equation y = mx + b as defining a linear function, whose graph is a straight line; give examples of functions that are not linear. For example, the function A = s2 giving the area of a square as a function of its side length is not linear because its graph contains the points (1,1), (2,4) and (3,9), which are not on a straight line.
- **8.F.4**: Construct a function to model a linear relationship between two quantities. Determine the rate of change and initial value of the function from a description of a relationship or from two (x, y) values, including reading these from a table or from a graph. Interpret the rate of change and initial value of a linear function in terms of the situation it models, and in terms of its graph or a table of values.
- **8.F.5**: Describe qualitatively the functional relationship between two quantities by analyzing a graph (e.g., where the function is increasing or decreasing, linear or nonlinear). Sketch a graph that exhibits the qualitative features of a function that has been described verbally.

Geometry

- **8.G.1a**: Verify experimentally the properties of rotations, reflections, and translations: Lines are taken to lines, and line segments to line segments of the same length.
- **8.G.1b**: Verify experimentally the properties of rotations, reflections, and translations: Angles are taken to angles of the same measure.
- **8.G.1c**: Verify experimentally the properties of rotations, reflections, and translations: Parallel lines are taken to parallel lines.
- **8.G.2**: Understand that a two-dimensional figure is congruent to another if the second can be obtained from the first by a sequence of rotations, reflections, and translations; given two congruent figures, describe a sequence that exhibits the congruence between them.
- **8.G.3**: Describe the effect of dilations, translations, rotations, and reflections on two-dimensional figures using coordinates.
- **8.G.4**: Understand that a two-dimensional figure is similar to another if the second can be obtained from the first by a sequence of rotations, reflections, translations, and dilations; given two similar two-dimensional figures, describe a sequence that exhibits the similarity between them.
- **8.G.5**: Use informal arguments to establish facts about the angle sum and exterior angle of triangles, about the angles created when parallel lines are cut by a transversal, and the angle-angle criterion for similarity of triangles. For example, arrange three copies of the same triangle so that the sum of the three angles appears to form a line, and give an argument in terms of transversals why this is so.
- **8.G.6**: Explain a proof of the Pythagorean Theorem and its converse.
- **8.G.7**: Apply the Pythagorean Theorem to determine unknown side lengths in right triangles in real-world and mathematical problems in two and three dimensions.

- **8.G.8**: Apply the Pythagorean Theorem to find the distance between two points in a coordinate system.
- **8.G.9**: Know the formulas for the volumes of cones, cylinders, and spheres and use them to solve real-world and mathematical problems.

Statistics and Probability

8th Grade

- **8.SP.1**: Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantities. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association.
- **8.SP.2**: Know that straight lines are widely used to model relationships between two quantitative variables. For scatter plots that suggest a linear association, informally fit a straight line, and informally assess the model fit by judging the closeness of the data points to the line.
- **8.SP.3**: Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercept. For example, in a linear model for a biology experiment, interpret a slope of 1.5 cm/hr as meaning that an additional hour of sunlight each day is associated with an additional 1.5 cm in mature plant height.
- **8.SP.4**: Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables collected from the same subjects. Use relative frequencies calculated for rows or columns to describe possible association between the two variables. For example, collect data from students in your class on whether or not they have a curfew on school nights and whether or not they have assigned chores at home. Is there evidence that those who have a curfew also tend to have chores?

The Number System

- **8.NS.1**: Understand informally that every number has a decimal expansion; the rational numbers are those with decimal expansions that terminate in 0s or eventually repeat. Know that other numbers are called irrational.
- **8.NS.2**: Use rational approximations of irrational numbers to compare the size of irrational numbers, locate them approximately on a number line diagram, and estimate the value of expressions (e.g., π 2). For example, by truncating the decimal expansion of $\sqrt{2}$, show that $\sqrt{2}$ is between 1 and 2, then between 1.4 and 1.5, and explain how to continue on to get better approximations.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM ALGEBRA I

Arithmetic with Polynomials and Rational Functions

A-APR.1: Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials.

Building Functions

- **F-BF.1a**: Write a function that describes a relationship between two quantities.* Determine an explicit expression, a recursive process, or steps for calculation from a context.
- **F-BF.1b**: Write a function that describes a relationship between two quantities.* Combine standard function types using arithmetic operations. For example, build a function that models the temperature of a cooling body by adding a constant function to a decaying exponential, and relate these functions to the model.
- **F-BF.2**: Write arithmetic and geometric sequences both recursively and with an explicit formula, use them to model situations, and translate between the two forms.*
- **F-BF.3**: Identify the effect on the graph of replacing f(x) by f(x) + k, k f(x), f(kx), and f(x + k) for specific values of k (both positive and negative); find the value of k given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology. Include recognizing even and odd functions from their graphs and algebraic expressions for them.
- **F-BF.4a**: Find inverse functions. Solve an equation of the form f(x) = c for a simple function f that has an inverse and write an expression for the inverse. For example, $f(x) = 2 \times 3$ for x > 0 or f(x) = (x+1)/(x-1) for $x \ne 1$.

Creating Equations

- **A-CED.1**: Create equations and inequalities in one variable and use them to solve problems. Include equations arising from linear and quadratic functions, and simple rational and exponential functions.*
- **A-CED.2**: Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.*
- **A-CED.3**: Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.*

A-CED.4: Rearrange formulas to highlight a quantity of interest, using the same reasoning as in solving equations. For example, rearrange Ohm's law V = IR to highlight resistance R.*

Interpreting Categorical & Quantitative Data

- S-ID.1: Represent data with plots on the real number line (dot plots, histograms, and box plots).*
- **S-ID.2**: Use statistics appropriate to the shape of the data distribution to compare center (median, mean) and spread (interquartile range, standard deviation) of two or more different data sets.*
- **S-ID.3**: Interpret differences in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points (outliers).*
- **S-ID.5**: Summarize categorical data for two categories in two-way frequency tables. Interpret relative frequencies in the context of the data (including joint, marginal and conditional relative frequencies). Recognize possible associations and trends in the data.*
- **S-ID.6a**: Represent data on two quantitative variables on a scatter plot and describe how the variables are related. Fit a function to the data; use functions fitted to data to solve problems in the context of the data. Use given functions or choose a function suggested by the context. Emphasize linear, quadratic, and exponential models. *
- **S-ID.6b**: Represent data on two quantitative variables on a scatter plot and describe how the variables are related. Informally assess the fit of a model function by plotting and analyzing residuals.*
- **S-ID.6c**: Represent data on two quantitative variables on a scatter plot and describe how the variables are related. Fit a linear function for scatter plots that suggest a linear association.*
- S-ID.7: Interpret the slope (rate of change) and the intercept (constant term) of a linear fit in the context of the data.*
- S-ID.8: Compute (using technology) and interpret the correlation coefficient of a linear fit.*
- S-ID.9: Distinguish between correlation and causation.*

Interpreting Functions

- **F-IF.1**: Understand that a function from one set (called the domain) to another set (called the range) assigns to each element of the domain exactly one element of the range. If f is a function and x is an element of its domain, then f(x) denotes the output of f corresponding to the input x. The graph of f is the graph of the equation y = f(x).
- F-IF.2: Use function notation, evaluate functions for inputs in their domains, and interpret statements that use function notation in terms of a context.
- **F-IF.3**: Recognize that sequences are functions, sometimes defined recursively, whose domain is a subset of the integers. For example, the Fibonacci sequence is defined recursively by f(0) = f(1) = 1, f(n+1) = f(n) + f(n-1) for $n \ge 1$.
- **F-IF.4**: For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity.*
- **F-IF.5**: Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. For example, if the function h(n) gives the number of person-hours it takes to assemble n engines in a factory, then the positive integers would be an appropriate domain for the function.*

- **F-IF.6**: Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph.*
- **F-IF.7a**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* Graph linear and quadratic functions and show intercepts, maxima, and minima.
- **F-IF.7b**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* Graph square root, cube root, and piecewise-defined functions, including step functions and absolute value functions.
- **F-IF.7e**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* Graph exponential and logarithmic functions, showing intercepts and end behavior, and trigonometric functions, showing period, midline, and amplitude.
- **F-IF.8a**: Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function. Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context.*
- **F-IF.8b**: Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function. Use the properties of exponents to interpret expressions for exponential functions. For example, identify percent rate of change in functions such as y = (1.2)t, y = (0.97)t, y = (1.1)12t, y = (1.2)t/10, and classify them as representing exponential growth or decay.
- **F-IF.9**: Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). For example, given a graph of one quadratic function and an algebraic expression for another, say which has the larger maximum.*

Linear and Exponential Models

- **F-LE.1a**: Distinguish between situations that can be modeled with linear functions and with exponential functions. Prove that linear functions grow by equal differences over equal intervals, and that exponential functions grow by equal factors over equal intervals.*
- **F-LE.1b**: Distinguish between situations that can be modeled with linear functions and with exponential functions. Recognize situations in which one quantity changes at a constant rate per unit interval relative to another.*
- **F-LE.1c**: Distinguish between situations that can be modeled with linear functions and with exponential functions. Recognize situations in which a quantity grows or decays by a constant percent rate per unit interval relative to another.*
- **F-LE.2**: Construct linear and exponential functions, including arithmetic and geometric sequences, given a graph, a description of a relationship, or two input-output pairs (include reading these from a table).*
- **F-LE.3**: Observe using graphs and tables that a quantity increasing exponentially eventually exceeds a quantity increasing linearly, quadratically, or (more generally) as a polynomial function.*
- F-LE.5: Interpret the parameters in a linear or exponential function in terms of a context.*

Making Inferences and Justifying Conclusions

Quantities

- **N-Q.1**: Use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays.*
- N-Q.2: Define appropriate quantities for the purpose of descriptive modeling.*
- N-Q.3: Choose a level of accuracy appropriate to limitations on measurement when reporting quantities.*

Reasoning with Equations and Inequalities

- A-REI.1: Explain each step in solving a simple equation as following from the equality of numbers asserted at the previous step, starting from the assumption that the original equation has a solution. Construct a viable argument to justify a solution method.
- A-REI.10: Understand that the graph of an equation in two variables is the set of all its solutions plotted in the coordinate plane, often forming a curve (which could be a line).
- A-REI.11: Explain why the x-coordinates of the points where the graphs of the equations y = f(x) and y = g(x) intersect are the solutions of the equation f(x) = g(x); find the solutions approximately, e.g., using technology to graph the functions, make tables of values, or find successive approximations. Include cases where f(x) and/or g(x) are linear, polynomial, rational, absolute value, exponential, and logarithmic functions. *
- A-REI.12: Graph the solutions to a linear inequality in two variables as a half-plane (excluding the boundary in the case of a strict inequality), and graph the solution set to a system of linear inequalities in two variables as the intersection of the corresponding half-planes.
- A-REI.3: Solve linear equations and inequalities in one variable, including equations with coefficients represented by letters.
- A-REI.4a: Solve quadratic equations in one variable. Use the method of completing the square to transform any quadratic equation in x into an equation of the form (x p)2 = q that has the same solutions. Derive the quadratic formula from this form.
- A-REI.4b: Solve quadratic equations in one variable. Solve quadratic equations by inspection (e.g., for x2 = 49), taking square roots, completing the square, the quadratic formula and factoring, as appropriate to the initial form of the equation. Recognize when the quadratic formula gives complex solutions and write them as a \pm bi for real numbers a and b.
- A-REI.5: Prove that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions.
- A-REI.6: Solve systems of linear equations exactly and approximately (e.g., with graphs), focusing on pairs of linear equations in two variables.
- A-REI.7: Solve a simple system consisting of a linear equation and a quadratic equation in two variables algebraically and graphically. For example, find the points of intersection between the line y = -3x and the circle $x^2 + y^2 = 3$.

Seeing Structure in Expressions

- **A-SSE.1a**: Interpret expressions that represent a quantity in terms of its context*. Interpret parts of an expression, such as terms, factors, and coefficients.*
- **A-SSE.1b**: Interpret expressions that represent a quantity in terms of its context.* Interpret complicated expressions by viewing one or more of their parts as a single entity. For example, interpret P(1+r)n as the product of P and a factor not depending on P.
- **A-SSE.2**: Use the structure of an expression to identify ways to rewrite it. For example, see x4 y4 as (x2)2 (y2)2, thus recognizing it as a difference of squares that can be factored as (x2 y2)(x2 + y2).

A-SSE.3a: Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression.* Factor a quadratic expression to reveal the zeros of the function it defines.

A-SSE.3b: Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression.* Complete the square in a quadratic expression to reveal the maximum or minimum value of the function it defines.

A-SSE.3c: Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression.* Use the properties of exponents to transform expressions for exponential functions. For example the expression 1.15t can be rewritten as (1.151/12)12t ≈ 1.1212t to reveal the approximate equivalent monthly interest rate if the annual rate is 15%.

The Complex Number System

N-CN.1: Know there is a complex number i such that i2 = -1, and every complex number has the form a + bi with a and b real.

The Real Number System

N-RN.1: Explain how the definition of the meaning of rational exponents follows from extending the properties of integer exponents to those values, allowing for a notation for radicals in terms of rational exponents. For example, we define 51/3 to be the cube root of 5 because we want (51/3)3 = 5(1/3)3 to hold, so (51/3)3 must equal 5.

N-RN.2: Rewrite expressions involving radicals and rational exponents using the properties of exponents.

N-RN.3: Explain why the sum or product of two rational numbers is rational; that the sum of a rational number and an irrational number is irrational; and that the product of a nonzero rational number and an irrational number is irrational.

Trigonometric Functions

Using Probability To Make Decisions

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM ALGEBRA II

Arithmetic with Polynomials and Rational Functions

- **A-APR.1**: Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials.
- **A-APR.2**: Know and apply the Remainder Theorem: For a polynomial p(x) and a number a, the remainder on division by x a is p(a), so p(a) = 0 if and only if (x a) is a factor of p(x).
- **A-APR.3**: Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the function defined by the polynomial.
- **A-APR.4**: Prove polynomial identities and use them to describe numerical relationships. For example, the polynomial identity $(x^2 + y^2)^2 = (x^2 y^2)^2 + (2xy)^2 = (x^2 y^2)^2 + (2xy)^2 = (x^2 y^2)^2 + (2xy)^2 = (x^2 y^2)^2 + (x^2 y^2)^2 + (x^2 y^2)^2 + (x^2 y^2)^2 = (x^2 y^2)^2 + (x^2 y^2)^2 +$
- **A-APR.5**: (+) Know and apply the Binomial Theorem for the expansion of (x + y)n in powers of x and y for a positive integer n, where x and y are any numbers, with coefficients determined for example by Pascal's Triangle.
- **A-APR.6**: Rewrite simple rational expressions in different forms; write a(x)/b(x) in the form q(x) + r(x)/b(x), where a(x), b(x), q(x), and r(x) are polynomials with the degree of r(x) less than the degree of b(x), using inspection, long division, or, for the more complicated examples, a computer algebra system.
- **A-APR.7**: (+) Understand that rational expressions form a system analogous to the rational numbers, closed under addition, subtraction, multiplication, and division by a nonzero rational expression; add, subtract, multiply, and divide rational expressions.

Building Functions

- **F-BF.1b**: Write a function that describes a relationship between two quantities.* Combine standard function types using arithmetic operations. For example, build a function that models the temperature of a cooling body by adding a constant function to a decaying exponential, and relate these functions to the model.
- **F-BF.3**: Identify the effect on the graph of replacing f(x) by f(x) + k, k f(x), f(kx), and f(x + k) for specific values of k (both positive and negative); find the value of k given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology. Include recognizing even and odd functions from their graphs and algebraic expressions for them.
- **F-BF.4a**: Find inverse functions. Solve an equation of the form f(x) = c for a simple function f that has an inverse and write an expression for the inverse. For example, $f(x) = 2 \times 3$ for x > 0 or f(x) = (x+1)/(x-1) for $x \ne 1$.

Creating Equations

- **A-CED.1**: Create equations and inequalities in one variable and use them to solve problems. Include equations arising from linear and quadratic functions, and simple rational and exponential functions.*
- **A-CED.2**: Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.*
- **A-CED.3**: Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.*
- **S-ID.4**: Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets and tables to estimate areas under the normal curve.*

Interpreting Categorical and Quantitative Data

S-ID.4: Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets and tables to estimate areas under the normal curve.*

Interpreting Functions

- **F-IF.4**: For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity.*
- **F-IF.5**: Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. For example, if the function h(n) gives the number of person-hours it takes to assemble n engines in a factory, then the positive integers would be an appropriate domain for the function.*
- **F-IF.6**: Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph.*
- **F-IF.7b**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* Graph square root, cube root, and piecewise-defined functions, including step functions and absolute value functions.
- **F-IF.7c**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* Graph polynomial functions, identifying zeros when suitable factorizations are available, and showing end behavior.
- **F-IF.7d**: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.* (+) Graph rational functions, identifying zeros and asymptotes when suitable factorizations are available, and showing end behavior.
- F-IF.7e: Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more

complicated cases.* Graph exponential and logarithmic functions, showing intercepts and end behavior, and trigonometric functions, showing period, midline, and amplitude.

F-IF.8a: Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function. Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context.*

F-IF.8b: Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function. Use the properties of exponents to interpret expressions for exponential functions. For example, identify percent rate of change in functions such as y = (1.2)t, y = (0.97)t, y = (1.1)12t, y = (1.2)t/10, and classify them as representing exponential growth or decay.

F-IF.9: Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). For example, given a graph of one quadratic function and an algebraic expression for another, say which has the larger maximum.*

Linear and Exponential Models

F-LE.4: For exponential models, express as a logarithm the solution to abct = d where a, c, and d are numbers and the base b is 2, 10, or e; evaluate the logarithm using technology.

Making Inferences and Justifying Conclusions

- S-IC.1: Understand statistics as a process for making inferences about population parameters based on a random sample from that population.*
- **S-IC.2**: Decide if a specified model is consistent with results from a given data-generating process, e.g. using simulation. For example, a model says a spinning coin falls heads up with probability 0.5. Would a result of 5 tails in a row cause you to question the model?*
- **S-IC.3**: Recognize the purposes of and differences among sample surveys, experiments and observational studies; explain how randomization relates to each.*
- **S-IC.4**: Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.*
- **S-IC.5**: Use data from a randomized experiment to compare two treatments; use simulations to decide if differences between parameters are significant.*
- S-IC.6: Evaluate reports based on data.*

Reasoning with Equations and Inequalities

A-REI.11: Explain why the x-coordinates of the points where the graphs of the equations y = f(x) and y = g(x) intersect are the solutions of the equation f(x) = g(x); find the solutions approximately, e.g., using technology to graph the functions, make tables of values, or find successive approximations. Include cases where f(x) and/or g(x) are linear, polynomial, rational, absolute value, exponential, and logarithmic functions. *

A-REI.2: Solve simple rational and radical equations in one variable, and give examples showing how extraneous solutions may arise.

Seeing Structure in Expressions

- **A-SSE.1a**: Interpret expressions that represent a quantity in terms of its context*. Interpret parts of an expression, such as terms, factors, and coefficients.*
- **A-SSE.1b**: Interpret expressions that represent a quantity in terms of its context.* Interpret complicated expressions by viewing one or more of their parts as a single entity. For example, interpret P(1+r)n as the product of P and a factor not depending on P.
- **A-SSE.2**: Use the structure of an expression to identify ways to rewrite it. For example, see x4 y4 as (x2)2 (y2)2, thus recognizing it as a difference of squares that can be factored as (x2 y2)(x2 + y2).
- **A-SSE.4**: Derive the formula for the sum of a finite geometric series (when the common ratio is not 1), and use the formula to solve problems. For example, calculate mortgage payments.*

The Complex Number System

- **N-CN.1**: Know there is a complex number i such that i2 = -1, and every complex number has the form a + bi with a and b real.
- **N-CN.2**: Use the relation i2 = -1 and the commutative, associative, and distributive properties to add, subtract, and multiply complex numbers.
- N-CN.3: (+) Find the conjugate of a complex number; use conjugates to find moduli and quotients of complex numbers.
- N-CN.7: Solve quadratic equations with real coefficients that have complex solutions.
- **N-CN.8**: (+) Extend polynomial identities to the complex numbers. For example, rewrite $x^2 + 4$ as (x + 2i)(x 2i).
- N-CN.9: (+) Know the Fundamental Theorem of Algebra; show that it is true for quadratic polynomials.

Trigonometric Functions

- **F-TF.1**: Understand radian measure of an angle as the length of the arc on the unit circle subtended by the angle.
- **F-TF.2**: Explain how the unit circle in the coordinate plane enables the extension of trigonometric functions to all real numbers, interpreted as radian measures of angles traversed counterclockwise around the unit circle.
- F-TF.5: Choose trigonometric functions to model periodic phenomena with specified amplitude, frequency, and midline.*
- **F-TF.8**: Prove the Pythagorean identity $\sin 2(\theta) + \cos 2(\theta) = 1$ and use it to find $\sin(\theta)$, $\cos(\theta)$, or $\tan(\theta)$ given $\sin(\theta)$, $\cos(\theta)$, or $\tan(\theta)$ and the quadrant of the angle.

Using Probability to Make Decisions

- **S-MD.6**: (+) Use probabilities to make fair decisions (e.g., drawing by lots, using a random number generator).* (MDE Recommendation)
- **S-MD.7**: (+) Analyze decisions and strategies using probability concepts (e.g. product testing, medical testing, pulling a hockey goalie at the end of a game).* (MDE Recommendation)

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GEOMETRY

Circles

- G-C.1: Prove that all circles are similar.
- **G-C.2**: Identify and describe relationships among inscribed angles, radii, and chords. Include the relationship between central, inscribed and circumscribed angles; inscribed angles on a diameter are right angles; the radius of a circle is perpendicular to the tangent where the radius intersects the circle.
- **G-C.3**: Construct the inscribed and circumscribed circles of a triangle, and prove properties of angles for a quadrilateral inscribed in a circle.
- **G-C.4**: (+) Construct a tangent line from a point outside a given circle to the circle.
- **G-C.5**: Derive using similarity the fact that the length of the arc intercepted by an angle is proportional to the radius, and define the radian measure of the angle as the constant of proportionality; derive the formula for the area of a sector.

Conditional Probability and the Rules of Probability

- **S-CP.1**: Describe events as subsets of a sample space (the set of outcomes) using characteristics (or categories) of the outcomes, or as unions, intersections, or complements of other events ("or," "and," "not").*
- **S-CP.2**: Understand that two events A and B are independent if the probability of A and B occurring together is the product of their probabilities, and use this characterization to determine if they are independent.*
- **S-CP.3**: Understand the conditional probability of A given B as P(A and B)/P(B), and interpret independence of A and B as saying that the conditional probability of A given B is the same as the probability of A, and the conditional probability of B given A is the same as the probability of B.*
- **S-CP.4**: Construct and interpret two-way frequency tables of data when two categories are associated with each object being classified. Use the two-way table as a sample space to decide if events are independent and to approximate conditional probabilities.* For example, collect data from a random sample of students in your school on their favorite subject among math, science and English. Estimate the probability that a randomly selected student from your class will favor science given that the student is a boy. Do the same for other subjects and compare the results.
- **S-CP.5**: Recognize and explain the concepts of conditional probability and independence in everyday language and everyday situations.* For example, compare the chance of having lung cancer if you are a smoker with the chance of being a smoker if you have lung cancer.
- **S-CP.6**: Find the conditional probability of A given B as the fraction of B's outcomes that also belong to A and interpret the answer in terms of the model.*
- **S-CP.7**: Apply the Addition Rule, P(A or B) = P(A) + P(B) P(A and B), and interpret the answer in terms of the model.*
- **S-CP.8**: (+) Apply the general Multiplication Rule in a uniform probability model, P(A and B) = P(A)P(B|A) = P(B)P(A|B), and interpret the answer in terms of the model.*
- S-CP.9: (+) Use permutations and combinations to compute probabilities of compound events and solve problems.*

Congruence

- **G-CO.1**: Know precise definitions of angle, circle, perpendicular line, parallel line, and line segment, based on the undefined notions of point, line, distance along a line, and distance around a circular arc.
- **G-CO.10**: Prove theorems about triangles. Theorems include: measures of interior angles of a triangle sum to 180°; base angles of isosceles triangles are congruent; the segment joining midpoints of two sides of a triangle is parallel to the third side and half the length; the medians of a triangle meet at a point.
- **G-CO.11**: Prove theorems about parallelograms. Theorems include: opposite sides are congruent, opposite angles are congruent, the diagonals of a parallelogram bisect each other, and conversely, rectangles are parallelograms with congruent diagonals.
- **G-CO.12**: Make formal geometric constructions with a variety of tools and methods (compass and straightedge, string, reflective devices, paper folding, dynamic geometric software, etc). Copying a segment; copying an angle; bisecting a segment; bisecting an angle; constructing perpendicular lines, including the perpendicular bisector of a line segment; and constructing a line parallel to a given line through a point not on the line.
- **G-CO.13**: Construct an equilateral triangle, a square and a regular hexagon inscribed in a circle.
- **G-CO.2**: Represent transformations in the plane using, e.g., transparencies and geometry software; describe transformations as functions that take points in the plane as inputs and give other points as outputs. Compare transformations that preserve distance and angle to those that do not (e.g., translation versus horizontal stretch).
- **G-CO.3**: Given a rectangle, parallelogram, trapezoid, or regular polygon, describe the rotations and reflections that carry it onto itself.
- **G-CO.4**: Develop definitions of rotations, reflections and translations in terms of angles, circles, perpendicular lines, parallel lines and line segments.
- **G-CO.5**: Given a geometric figure and a rotation, reflection or translation, draw the transformed figure using, e.g., graph paper, tracing paper, or geometry software. Specify a sequence of transformations that will carry a given figure onto another.
- **G-CO.6**: Use geometric descriptions of rigid motions to transform figures and to predict the effect of a given rigid motion on a given figure; given two figures, use the definition of congruence in terms of rigid motions to decide if they are congruent.
- **G-CO.7**: Use the definition of congruence in terms of rigid motions to show that two triangles are congruent if and only if corresponding pairs of sides and corresponding pairs of angles are congruent.
- **G-CO.8**: Explain how the criteria for triangle congruence (ASA, SAS, and SSS) follow from the definition of congruence in terms of rigid motions.
- **G-CO.9**: Prove theorems about lines and angles. Theorems include: vertical angles are congruent; when a transversal crosses parallel lines, alternate interior angles are congruent and corresponding angles are congruent; points on a perpendicular bisector of a line segment are exactly those equidistant from the segment's endpoints.

Expressing Geometric Properties with Equations

- **G-GPE.1**: Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.
- **G-GPE.2**: Derive the equation of a parabola given a focus and directrix.

- **G-GPE.4**: Use coordinates to prove simple geometric theorems algebraically. For example, prove or disprove that a figure defined by four given points in the coordinate plane is a rectangle; prove or disprove that the point $(1, \sqrt{3})$ lies on the circle centered at the origin and containing the point (0, 2).
- **G-GPE.5**: Prove the slope criteria for parallel and perpendicular lines and use them to solve geometric problems (e.g., find the equation of a line parallel or perpendicular to a given line that passes through a given point).
- **G-GPE.6**: Find the point on a directed line segment between two given points that divide the segment in a given ratio.
- G-GPE.7: Use coordinates to compute perimeters of polygons and areas for triangles and rectangles, e.g. using the distance formula.*

Geometric Measurement and Dimension

- **G-GMD.1**: Give an informal argument for the formulas for the circumference of a circle, area of a circle, volume of a cylinder, pyramid, and cone. Use dissection arguments, Cavalieri's principle, and informal limit arguments.
- G-GMD.3: Use volume formulas for cylinders, pyramids, cones and spheres to solve problems.*
- **G-GMD.4**: Identify the shapes of two-dimensional cross-sections of three-dimensional objects, and identify three-dimensional objects generated by rotations of two-dimensional objects.

Modeling with Geometry

- G-MG.1: Use geometric shapes, their measures and their properties to describe objects (e.g., modeling a tree trunk or a human torso as a cylinder).*
- G-MG.2: Apply concepts of density based on area and volume in modeling situations (e.g., persons per square mile, BTUs per cubic foot).*
- **G-MG.3**: Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy physical constraints or minimize cost; working with typographic grid systems based on ratios).*

Similarity, Right Triangles and Trigonometry

- G-SRT.10: (+) Prove the Laws of Sines and Cosines and use them to solve problems.
- G-SRT.11: (+) Understand and apply the Law of Sines and the Law of Cosines to find unknown measurements in right and non-right triangles (e.g., surveying problems, resultant forces).
- G-SRT.1a: Verify experimentally the properties of dilations given by a center and a scale factor: A dilation takes a line not passing through the center of the dilation to a parallel line, and leaves a line passing through the center unchanged.
- G-SRT.1b: Verify experimentally the properties of dilations given by a center and a scale factor: The dilation of a line segment is longer or shorter in the ratio given by the scale factor.
- G-SRT.2: Given two figures, use the definition of similarity in terms of similarity transformations to decide if they are similar; explain using similarity

transformations the meaning of similarity for triangles as the equality of all corresponding pairs of angles and the proportionality of all corresponding pairs of sides.

- G-SRT.3: Use the properties of similarity transformations to establish the AA criterion for two triangles to be similar.
- G-SRT.4: Prove theorems about triangles. Theorems include: a line parallel to one side of a triangle divides the other two proportionally, and conversely; the Pythagorean Theorem proved using triangle similarity.
- G-SRT.5: Use congruence and similarity criteria for triangles to solve problems and to prove relationships in geometric figures.
- G-SRT.6: Understand that by similarity, side ratios in right triangles are properties of the angles in the triangle, leading to definitions of trigonometric ratios for acute angles.
- G-SRT.7: Explain and use the relationship between the sine and cosine of complementary angles.
- G-SRT.8: Use trigonometric ratios and the Pythagorean Theorem to solve right triangles in applied problems.

Using Probability to Make Decisions

S-MD.6: (+) Use probabilities to make fair decisions (e.g., drawing by lots, using a random number generator).* (MDE Recommendation)

S-MD.7: (+) Analyze decisions and strategies using probability concepts (e.g. product testing, medical testing, pulling a hockey goalie at the end of a game).* (MDE Recommendation)

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM KINDERGARTEN - ELA

Language

KG

- **L.K.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Print many upper- and lowercase letters.
- **L.K.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use frequently occurring nouns and verbs.
- **L.K.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form regular plural nouns orally by adding /s/ or /es/ (e.g., dog, dogs; wish, wishes).
- **L.K.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Understand and use question words (interrogatives) (e.g., who, what, where, when, why, how).
- **L.K.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use the most frequently occurring prepositions (e.g., to, from, in, out, on, off, for, of, by, with).
- **L.K.1f**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Produce and expand complete sentences in shared language activities.
- **L.K.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Capitalize the first word in a sentence and the pronoun I.
- **L.K.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Recognize and name end punctuation.
- **L.K.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Write a letter or letters for most consonant and short-vowel sounds (phonemes).
- **L.K.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell simple words phonetically, drawing on knowledge of sound-letter relationships.
- L.K.3: Begins at Grade 2
- **L.K.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on kindergarten reading and content. Identify new meanings for familiar words and apply them accurately (e.g., knowing duck is a bird and learning the verb to duck).
- **L.K.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on kindergarten reading and content. Use the most frequently occurring inflections and affixes (e.g., -ed, -s, re-, un-, pre-, -ful, -less) as a clue to the meaning of an unknown word.
- **L.K.5a**: With guidance and support from adults, explore word relationships and nuances in word meanings. Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent.
- **L.K.5b**: With guidance and support from adults, explore word relationships and nuances in word meanings. Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites (antonyms).
- **L.K.5c**: With guidance and support from adults, explore word relationships and nuances in word meanings. Identify real-life connections between words and their use (e.g., note places at school that are colorful).

L.K.5d: With guidance and support from adults, explore word relationships and nuances in word meanings. Distinguish shades of meaning among verbs describing the same general action (e.g., walk, march, strut, prance) by acting out the meanings.

L.K.6: Use words and phrases acquired through conversations, reading and being read to, and responding to texts.

Reading Foundational Skills

<u>KG</u>

RF.K.1a: Demonstrate understanding of the organization and basic features of print. Follow words from left to right, top to bottom, and page by page.

RF.K.1b: Demonstrate understanding of the organization and basic features of print. Recognize that spoken words are represented in written language by specific sequences of letters.

RF.K.1c: Demonstrate understanding of the organization and basic features of print. Understand that words are separated by spaces in print.

RF.K.1d: Demonstrate understanding of the organization and basic features of print. Recognize and name all upper- and lowercase letters of the alphabet.

RF.K.2a: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Recognize and produce rhyming words.

RF.K.2b: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Count, pronounce, blend, and segment syllables in spoken words.

RF.K.2c: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Blend and segment onsets and rimes of single-syllable spoken words.

RF.K.2d: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Isolate and pronounce the initial, medial vowel, and final sounds (phonemes) in three-phoneme (consonant-vowel-consonant, or CVC) words.1 (This does not include CVCs ending with /l/, /r/, or /x/.)

RF.K.2e: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Add or substitute individual sounds (phonemes) in simple, one-syllable words to make new words.

RF.K.3a: Know and apply grade-level phonics and word analysis skills in decoding words. Demonstrate basic knowledge of letter-sound correspondences by producing the primary or most frequent sound for each consonant.

RF.K.3b: Know and apply grade-level phonics and word analysis skills in decoding words. Associate the long and short sounds with the common spellings (graphemes) for the five major vowels.

RF.K.3c: Know and apply grade-level phonics and word analysis skills in decoding words. Read common high-frequency words by sight (e.g., the, of, to, you, she, my, is, are, do, does).

RF.K.3d: Know and apply grade-level phonics and word analysis skills in decoding words. Distinguish between similarly spelled words by identifying the sounds of the letters that differ.

RF.K.4: Read emergent-reader texts with purpose and understanding.

Reading Informational Text

<u>KG</u>

RI.K.1: With prompting and support, ask and answer questions about key details in a text.

- **RI.K.10**: Actively engage in group reading activities with purpose and understanding.
- RI.K.2: With prompting and support, identify the main topic and retell key details of a text.
- RI.K.3: With prompting and support, describe the connection between two individuals, events, ideas, or pieces of information in a text.
- **RI.K.4**: With prompting and support, ask and answer questions about unknown words in a text.
- **RI.K.5**: Identify the front cover, back cover, and title page of a book.
- RI.K.6: Name the author and illustrator of a text and define the role of each in presenting the ideas or information in a text.
- **RI.K.7**: With prompting and support, describe the relationship between illustrations and the text in which they appear (e.g., what person, place, thing, or idea in the text an illustration depicts).
- RI.K.8: With prompting and support, identify the reasons an author gives to support points in a text.
- **RI.K.9**: With prompting and support, identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

Reading Literature

KG

- RL.K.1: With prompting and support, ask and answer questions about key details in a text.
- **RL.K.10**: Actively engage in group reading activities with purpose and understanding.
- **RL.K.2**: With prompting and support, retell familiar stories, including key details.
- RL.K.3: With prompting and support, identify characters, settings, and major events in a story.
- RL.K.4: Ask and answer questions about unknown words in a text.
- **RL.K.5**: Recognize common types of texts (e.g., storybooks, poems).
- RL.K.6: With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.
- **RL.K.7**: With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts).
- RL.K.8: (Not applicable to literature)
- RL.K.9: With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.

Speaking and Listening

KG

- **SL.K.1a**: Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups. Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).
- SL.K.1b: Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and

larger groups. Continue a conversation through multiple exchanges.

- **SL.K.2**: Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.
- **SL.K.3**: Ask and answer questions in order to seek help, get information, or clarify something that is not understood.
- **SL.K.4**: Describe familiar people, places, things, and events and, with prompting and support, provide additional detail.
- **SL.K.5**: Add drawings or other visual displays to descriptions as desired to provide additional detail.
- SL.K.6: Speak audibly and express thoughts, feelings, and ideas clearly.

Writing

KG

W.K.1: Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., My favorite book is...).

W.K.10: Begins in Grade 3

W.K.2: Use a combination of drawing, dictating, and writing to compose informative/explanatory texts in which they name what they are writing about and supply some information about the topic.

W.K.3: Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened.

W.K.4: Begins in Grade 3

W.K.5: With guidance and support from adults, respond to questions and suggestions from peers and add details to strengthen writing as needed.

W.K.6: With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.

W.K.7: Participate in shared research and writing projects (e.g., explore a number of books by a favorite author and express opinions about them).

W.K.8: With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

W.K.9: Begins in Grade 4

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 1 - ELA

Language

- **L.1.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Print all upper- and lowercase letters.
- **L.1.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use common, proper, and possessive nouns.
- **L.1.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use singular and plural nouns with matching verbs in basic sentences (e.g., He hops; We hop).
- **L.1.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use personal, possessive, and indefinite pronouns (e.g., I, me, my; they, them, their, anyone, everything).
- **L.1.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use verbs to convey a sense of past, present, and future (e.g., Yesterday I walked home; Today I walk home; Tomorrow I will walk home).
- **L.1.1f**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use frequently occurring adjectives.
- **L.1.1g**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use frequently occurring conjunctions (e.g., and, but, or, so, because).
- **L.1.1h**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use determiners (e.g., articles, demonstratives).
- **L.1.1i**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use frequently occurring prepositions (e.g., during, beyond, toward).
- **L.1.1j**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.
- **L.1.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Capitalize dates and names of people.
- **L.1.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use end punctuation for sentences.
- **L.1.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use commas in dates and to separate single words in a series.
- **L.1.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words.
- **L.1.2e**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.

- L.1.3: Begins at Grade 2
- **L.1.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 1 reading and content, choosing flexibly from an array of strategies. Use sentence-level context as a clue to the meaning of a word or phrase.
- **L.1.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 1 reading and content, choosing flexibly from an array of strategies. Use frequently occurring affixes as a clue to the meaning of a word.
- **L.1.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 1 reading and content, choosing flexibly from an array of strategies. Identify frequently occurring root words (e.g., look) and their inflectional forms (e.g., looks, looked, looking).
- **L.1.5a**: With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent.
- **L.1.5b**: With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. Define words by category and by one or more key attributes (e.g., a duck is a bird that swims; a tiger is a large cat with stripes).
- **L.1.5c**: With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. Identify real-life connections between words and their use (e.g., note places at home that are cozy).
- **L.1.5d**: With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. Distinguish shades of meaning among verbs differing in manner (e.g., look, peek, glance, stare, glare, scowl) and adjectives differing in intensity (e.g., large, gigantic) by defining or choosing them or by acting out the meanings.
- **L.1.6**: Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using frequently occurring conjunctions to signal simple relationships (e.g., I named my hamster Nibblet because she nibbles too much because she likes that).

Reading Foundational Skills

- **RF.1.1a**: Demonstrate understanding of the organization and basic features of print. Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
- **RF.1.2a**: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Distinguish long from short vowel sounds in spoken single-syllable words.
- **RF.1.2b**: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Orally produce single-syllable words by blending sounds (phonemes), including consonant blends.
- **RF.1.2c**: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words.
- **RF.1.2d**: Demonstrate understanding of spoken words, syllables, and sounds (phonemes). Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).
- **RF.1.3a**: Know and apply grade-level phonics and word analysis skills in decoding words. Know the spelling-sound correspondences for common consonant digraphs (two letters that represent one sound).
- RF.1.3b: Know and apply grade-level phonics and word analysis skills in decoding words. Decode regularly spelled one-syllable words.
- **RF.1.3c**: Know and apply grade-level phonics and word analysis skills in decoding words. Know final -e and common vowel team conventions for representing long vowel sounds.
- **RF.1.3d**: Know and apply grade-level phonics and word analysis skills in decoding words. Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.

- **RF.1.3e**: Know and apply grade-level phonics and word analysis skills in decoding words. Decode two-syllable words following basic patterns by breaking the words into syllables.
- RF.1.3f: Know and apply grade-level phonics and word analysis skills in decoding words. Read words with inflectional endings.
- **RF.1.3g**: Know and apply grade-level phonics and word analysis skills in decoding words. Recognize and read grade-appropriate irregularly spelled words.
- RF.1.4a: Read with sufficient accuracy and fluency to support comprehension. Read on-level text with purpose and understanding.
- **RF.1.4b**: Read with sufficient accuracy and fluency to support comprehension. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.
- **RF.1.4c**: Read with sufficient accuracy and fluency to support comprehension. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Informational Text

1st Grade

- RI.1.1: Ask and answer questions about key details in a text.
- **RI.1.10**: With prompting and support, read informational texts appropriately complex for grade 1.
- RI.1.2: Identify the main topic and retell key details of a text.
- RI.1.3: Describe the connection between two individuals, events, ideas, or pieces of information in a text.
- RI.1.4: Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.
- **RI.1.5**: Know and use various text features (e.g., headings, tables of contents, glossaries, electronic menus, icons) to locate key facts or information in a text.
- **RI.1.6**: Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.
- **RI.1.7**: Use the illustrations and details in a text to describe its key ideas.
- **RI.1.8**: Identify the reasons an author gives to support points in a text.
- RI.1.9: Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).

Reading Literature

- **RL.1.1**: Ask and answer questions about key details in a text.
- **RL.1.10**: With prompting and support, read prose and poetry of appropriate complexity for grade 1.
- RL.1.2: Retell stories, including key details, and demonstrate understanding of their central message or lesson.
- RL.1.3: Describe characters, settings, and major events in a story, using key details.
- RL.1.4: Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
- RL.1.5: Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
- **RL.1.6**: Identify who is telling the story at various points in a text.

- **RL.1.7**: Use illustrations and details in a story to describe its characters, setting, or events.
- **RL.1.8**: (Not applicable to literature)
- RL.1.9: Compare and contrast the adventures and experiences of characters in stories.

Speaking and Listening

1st Grade

- **SL.1.1a**: Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion.
- **SL.1.1b**: Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups. Build on others' talk in conversations by responding to the comments of others through multiple exchanges.
- **SL.1.1c**: Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups. Ask questions to clear up any confusion about the topics and texts under discussion.
- **SL.1.2**: Ask and answer questions about key details in a text read aloud or information presented orally or through other media.
- **SL.1.3**: Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood.
- **SL.1.4**: Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.
- **SL.1.5**: Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.
- **SL.1.6**: Produce complete sentences when appropriate to task and situation.

Writing

- **W.1.1**: Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.
- W.1.10: Begins in Grade 3
- **W.1.2**: Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.
- **W.1.3**: Write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure.
- W.1.4: Begins in Grade 3
- **W.1.5**: With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.
- W.1.6: With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.
- **W.1.7**: Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions).
- **W.1.8**: With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.
- W.1.9: Begins in Grade 4.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 2 - ELA

Language

- **L.2.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use collective nouns (e.g., group).
- **L.2.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use frequently occurring irregular plural nouns (e.g., feet, children, teeth, mice, fish).
- **L.2.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use reflexive pronouns (e.g., myself, ourselves).
- **L.2.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use the past tense of frequently occurring irregular verbs (e.g., sat, hid, told).
- **L.2.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use adjectives and adverbs, and choose between them depending on what is to be modified.
- **L.2.1f**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Produce, expand, and rearrange complete simple and compound sentences (e.g., The boy watched the movie; The little boy watched the movie; The action movie was watched by the little boy).
- **L.2.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Capitalize holidays, product names, and geographic names.
- **L.2.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use commas in greetings and closings of letters.
- **L.2.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use an apostrophe to form contractions and frequently occurring possessives.
- **L.2.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Generalize learned spelling patterns when writing words (e.g., cage \rightarrow badge; boy \rightarrow boil).
- **L.2.2e**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.
- L.2.3a: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Compare formal and informal uses of English.
- **L.2.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 2 reading and content, choosing flexibly from an array of strategies. Use sentence-level context as a clue to the meaning of a word or phrase.
- **L.2.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 2 reading and content, choosing flexibly from an array of strategies. Determine the meaning of the new word formed when a known prefix is added to a known word (e.g., happy/unhappy, tell/retell).
- L.2.4c: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 2 reading and content, choosing

flexibly from an array of strategies. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., addition, additional).

- **L.2.4d**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 2 reading and content, choosing flexibly from an array of strategies. Use knowledge of the meaning of individual words to predict the meaning of compound words (e.g., birdhouse, lighthouse, housefly; bookshelf, notebook, bookmark).
- **L.2.4e**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 2 reading and content, choosing flexibly from an array of strategies. Use glossaries and beginning dictionaries, both print and digital, to determine or clarify the meaning of words and phrases.
- **L.2.5a**: Demonstrate understanding of word relationships and nuances in word meanings. Identify real-life connections between words and their use (e.g., describe foods that are spicy or juicy).
- **L.2.5b**: Demonstrate understanding of word relationships and nuances in word meanings. Distinguish shades of meaning among closely related verbs (e.g., toss, throw, hurl) and closely related adjectives (e.g., thin, slender, skinny, scrawny).
- **L.2.6**: Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using adjectives and adverbs to describe (e.g., When other kids are happy that makes me happy).

Reading Foundational Skills

- **RF.2.3a**: Know and apply grade-level phonics and word analysis skills in decoding words. Distinguish long and short vowels when reading regularly spelled one-syllable words.
- **RF.2.3b**: Know and apply grade-level phonics and word analysis skills in decoding words. Know spelling-sound correspondences for additional common vowel teams.
- **RF.2.3c**: Know and apply grade-level phonics and word analysis skills in decoding words. Decode regularly spelled two-syllable words with long vowels.
- **RF.2.3d**: Know and apply grade-level phonics and word analysis skills in decoding words. Decode words with common prefixes and suffixes.
- **RF.2.3e**: Know and apply grade-level phonics and word analysis skills in decoding words. Identify words with inconsistent but common spelling-sound correspondences.
- **RF.2.3f**: Know and apply grade-level phonics and word analysis skills in decoding words. Recognize and read grade-appropriate irregularly spelled words.
- RF.2.4a: Read with sufficient accuracy and fluency to support comprehension. Read on-level text with purpose and understanding.
- **RF.2.4b**: Read with sufficient accuracy and fluency to support comprehension. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.
- **RF.2.4c**: Read with sufficient accuracy and fluency to support comprehension. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Informational Text

2nd Grade

- RI.2.1: Ask and answer such questions as who, what, where, when, why, and how to demonstrate understanding of key details in a text.
- **RI.2.10**: By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RI.2.2: Identify the main topic of a multiparagraph text as well as the focus of specific paragraphs within the text.
- RI.2.3: Describe the connection between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text.
- **RI.2.4**: Determine the meaning of words and phrases in a text relevant to a grade 2 topic or subject area.
- **RI.2.5**: Know and use various text features (e.g., captions, bold print, subheadings, glossaries, indexes, electronic menus, icons) to locate key facts or information in a text efficiently.
- RI.2.6: Identify the main purpose of a text, including what the author wants to answer, explain, or describe.
- RI.2.7: Explain how specific images (e.g., a diagram showing how a machine works) contribute to and clarify a text.
- **RI.2.8**: Describe how reasons support specific points the author makes in a text.
- **RI.2.9**: Compare and contrast the most important points presented by two texts on the same topic.

Reading Literature

- RL.2.1: Ask and answer such questions as who, what, where, when, why, and how to demonstrate understanding of key details in a text.
- **RL.2.10**: By the end of the year, read and comprehend literature, including stories and poetry, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RL.2.2: Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral.
- RL.2.3: Describe how characters in a story respond to major events and challenges.
- **RL.2.4**: Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song.
- **RL.2.5**: Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action.
- **RL.2.6**: Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud.
- **RL.2.7**: Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.
- **RL.2.8**: (Not applicable to literature)
- RL.2.9: Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.

Speaking and Listening

2nd Grade

- **SL.2.1a**: Participate in collaborative conversations with diverse partners about grade 2 topics and texts with peers and adults in small and larger groups. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).
- **SL.2.1b**: Participate in collaborative conversations with diverse partners about grade 2 topics and texts with peers and adults in small and larger groups. Build on others' talk in conversations by linking their comments to the remarks of others.
- **SL.2.1c**: Participate in collaborative conversations with diverse partners about grade 2 topics and texts with peers and adults in small and larger groups. Ask for clarification and further explanation as needed about the topics and texts under discussion.
- **SL.2.2**: Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.
- **SL.2.3**: Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue.
- **SL.2.4**: Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences.
- **SL.2.5**: Create audio recordings of stories or poems; add drawings or other visual displays to stories or recounts of experiences when appropriate to clarify ideas, thoughts, and feelings.
- **SL.2.6**: Produce complete sentences when appropriate to task and situation in order to provide requested detail or clarification.

Writing

- **W.2.1**: Write opinion pieces in which they introduce the topic or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., because, and, also) to connect opinion and reasons, and provide a concluding statement or section.
- W.2.10: Begins in grade 3
- **W.2.2**: Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.
- **W.2.3**: Write narratives in which they recount a well-elaborated event or short sequence of events, include details to describe actions, thoughts, and feelings, use temporal words to signal event order, and provide a sense of closure.
- W.2.4: Begins in grade 3
- W.2.5: With guidance and support from adults and peers, focus on a topic and strengthen writing as needed by revising and editing.
- **W.2.6**: With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.
- **W.2.7**: Participate in shared research and writing projects (e.g., read a number of books on a single topic to produce a report; record science observations).
- W.2.8: Recall information from experiences or gather information from provided sources to answer a question.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 3 - ELA

Language

- **L.3.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Explain the function of nouns, pronouns, verbs, adjectives, and adverbs in general and their functions in particular sentences.
- **L.3.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use regular and irregular plural nouns.
- **L.3.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use abstract nouns (e.g., childhood).
- **L.3.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use regular and irregular verbs.
- **L.3.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use the simple (e.g., I walked; I walk; I will walk) verb tenses.
- **L.3.1f**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Ensure subject-verb and pronoun-antecedent agreement.*
- **L.3.1g**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use comparative and superlative adjectives and adverbs, and choose between them depending on what is to be modified.
- **L.3.1h**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use coordinating and subordinating conjunctions.
- **L.3.1i**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Produce simple, compound, and complex sentences.
- **L.3.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Capitalize appropriate words in titles.
- **L.3.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use commas in addresses.
- **L.3.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use commas and quotation marks in dialogue.
- **L.3.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Form and use possessives.
- **L.3.2e**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use conventional spelling for high-frequency and other studied words and for adding suffixes to base words (e.g., sitting, smiled, cries, happiness).
- **L.3.2f**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use spelling patterns and generalizations (e.g., word families, position-based spellings, syllable patterns, ending rules, meaningful word parts) in writing words.

- **L.3.2g**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.
- L.3.3a: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Choose words and phrases for effect.*
- **L.3.3b**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Recognize and observe differences between the conventions of spoken and written standard English.
- **L.3.4a**: Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on grade 3 reading and content, choosing flexibly from a range of strategies. Use sentence-level context as a clue to the meaning of a word or phrase.
- **L.3.4b**: Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on grade 3 reading and content, choosing flexibly from a range of strategies. Determine the meaning of the new word formed when a known affix is added to a known word (e.g., agreeable/disagreeable, comfortable/uncomfortable, care/careless, heat/preheat).
- **L.3.4c**: Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on grade 3 reading and content, choosing flexibly from a range of strategies. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., company, companion).
- **L.3.4d**: Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on grade 3 reading and content, choosing flexibly from a range of strategies. Use glossaries or beginning dictionaries, both print and digital, to determine or clarify the precise meaning of key words and phrases.
- **L.3.5a**: Demonstrate understanding of word relationships and nuances in word meanings. Distinguish the literal and nonliteral meanings of words and phrases in context (e.g., take steps).
- **L.3.5b**: Demonstrate understanding of word relationships and nuances in word meanings. Identify real-life connections between words and their use (e.g., describe people who are friendly or helpful).
- **L.3.5c**: Demonstrate understanding of word relationships and nuances in word meanings. Distinguish shades of meaning among related words that describe states of mind or degrees of certainty (e.g., knew, believed, suspected, heard, wondered).
- **L.3.6**: Acquire and use accurately grade-appropriate conversational, general academic, and domain-specific words and phrases, including those that signal spatial and temporal relationships (e.g., After dinner that night we went looking for them).

Reading Foundational Skills

- **RF.3.3a**: Know and apply grade-level phonics and word analysis skills in decoding words. Identify and know the meaning of the most common prefixes and derivational suffixes.
- RF.3.3b: Know and apply grade-level phonics and word analysis skills in decoding words. Decode words with common Latin suffixes.
- RF.3.3c: Know and apply grade-level phonics and word analysis skills in decoding words. Decode multisyllable words.
- RF.3.3d: Know and apply grade-level phonics and word analysis skills in decoding words. Read grade-appropriate irregularly spelled words.
- RF.3.4a: Read with sufficient accuracy and fluency to support comprehension. Read on-level text with purpose and understanding.
- **RF.3.4b**: Read with sufficient accuracy and fluency to support comprehension. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.
- **RF.3.4c**: Read with sufficient accuracy and fluency to support comprehension. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Informational Text

3rd Grade

- **RI.3.1**: Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.
- **RI.3.10**: By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 2–3 text complexity band independently and proficiently.
- RI.3.2: Determine the main idea of a text; recount the key details and explain how they support the main idea.
- **RI.3.3**: Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.
- RI.3.4: Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a grade 3 topic or subject area.
- RI.3.5: Use text features and search tools (e.g., key words, sidebars, hyperlinks) to locate information relevant to a given topic efficiently.
- **RI.3.6**: Distinguish their own point of view from that of the author of a text.
- **RI.3.7**: Use information gained from illustrations (e.g., maps, photographs) and the words in a text to demonstrate understanding of the text (e.g., where, when, why, and how key events occur).
- **RI.3.8**: Describe the logical connection between particular sentences and paragraphs in a text (e.g., comparison, cause/effect, first/second/third in a sequence).
- RI.3.9: Compare and contrast the most important points and key details presented in two texts on the same topic.

Reading Literature

- RL.3.1: Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.
- **RL.3.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 2–3 text complexity band independently and proficiently.
- **RL.3.2**: Recount stories, including fables, folktales, and myths from diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text.
- **RL.3.3**: Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.
- **RL.3.4**: Determine the meaning of words and phrases as they are used in a text, distinguishing literal from nonliteral language.
- **RL.3.5**: Refer to parts of stories, dramas, and poems when writing or speaking about a text, using terms such as chapter, scene, and stanza; describe how each successive part builds on earlier sections.
- **RL.3.6**: Distinguish their own point of view from that of the narrator or those of the characters.
- **RL.3.7**: Explain how specific aspects of a text's illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting).
- RL.3.8: Not applicable to literature
- **RL.3.9**: Compare and contrast the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series).

Speaking and Listening

3rd Grade

- **SL.3.1a**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.
- **SL.3.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).
- **SL.3.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly. Ask questions to check understanding of information presented, stay on topic, and link their comments to the remarks of others.
- **SL.3.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly. Explain their own ideas and understanding in light of the discussion.
- **SL.3.2**: Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.
- **SL.3.3**: Ask and answer questions about information from a speaker, offering appropriate elaboration and detail.
- **SL.3.4**: Report on a topic or text, tell a story, or recount an experience with appropriate facts and relevant, descriptive details, speaking clearly at an understandable pace.
- **SL.3.5**: Create engaging audio recordings of stories or poems that demonstrate fluid reading at an understandable pace; add visual displays when appropriate to emphasize or enhance certain facts or details.
- **SL.3.6**: Speak in complete sentences when appropriate to task and situation in order to provide requested detail or clarification.

Writing

- **W.3.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- **W.3.1a**: Write opinion pieces on topics or texts, supporting a point of view with reasons. Introduce the topic or text they are writing about, state an opinion, and create an organizational structure that lists reasons.
- **W.3.1b**: Write opinion pieces on topics or texts, supporting a point of view with reasons. Provide reasons that support the opinion.
- **W.3.1c**: Write opinion pieces on topics or texts, supporting a point of view with reasons. Use linking words and phrases (e.g., because, therefore, since, for example) to connect opinion and reasons.
- W.3.1d: Write opinion pieces on topics or texts, supporting a point of view with reasons. Provide a concluding statement or section.
- **W.3.2a**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.

- **W.3.2b**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Develop the topic with facts, definitions, and details.
- **W.3.2c**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information.
- **W.3.2d**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Provide a concluding statement or section.
- **W.3.3a**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Establish a situation and introduce a narrator and/or characters; organize an event sequence that unfolds naturally.
- **W.3.3b**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use dialogue and descriptions of actions, thoughts, and feelings to develop experiences and events or show the response of characters to situations.
- **W.3.3c**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use temporal words and phrases to signal event order.
- **W.3.3d**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Provide a sense of closure.
- W.3.4: With guidance and support from adults, produce writing in which the development and organization are appropriate to task and purpose.
- **W.3.5**: With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing.
- **W.3.6**: With guidance and support from adults, use technology to produce and publish writing (using keyboarding skills) as well as to interact and collaborate with others.
- **W.3.7**: Conduct short research projects that build knowledge about a topic.
- **W.3.8**: Recall information from experiences or gather information from print and digital sources; take brief notes on sources and sort evidence into provided categories.
- **W.3.9**: Begins in grade 4.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 4 - ELA

Language

- **L.4.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use relative pronouns (who, whose, whom, which, that) and relative adverbs (where, when, why).
- **L.4.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use the progressive (e.g., I was walking; I am walking; I will be walking) verb tenses.
- **L.4.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use modal auxiliaries (e.g., can, may, must) to convey various conditions.
- **L.4.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Order adjectives within sentences according to conventional patterns (e.g., a small red bag rather than a red small bag).
- **L.4.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use prepositional phrases.
- **L.4.1f**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.*
- **L.4.1g**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Correctly use frequently confused words (e.g., to, too, two; there, their).*
- **L.4.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use correct capitalization.
- **L.4.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use commas and quotation marks to mark direct speech and quotations from a text.
- **L.4.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a comma before a coordinating conjunction in a compound sentence.
- **L.4.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell grade-appropriate words correctly, consulting references as needed.
- **L.4.3a**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Choose words and phrases to convey ideas precisely.*
- L.4.3b: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Choose punctuation for effect.*
- **L.4.3c**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion).
- **L.4.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 4 reading and content, choosing flexibly from a range of strategies. Use context (e.g., definitions, examples, or restatements in text) as a clue to the meaning of a word or phrase.
- **L.4.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 4 reading and content, choosing flexibly from a range of strategies. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g.,

telegraph, photograph, autograph).

- **L.4.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 4 reading and content, choosing flexibly from a range of strategies. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.
- **L.4.5a**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Explain the meaning of simple similes and metaphors (e.g., as pretty as a picture) in context.
- **L.4.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Recognize and explain the meaning of common idioms, adages, and proverbs.
- **L.4.5c**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Demonstrate understanding of words by relating them to their opposites (antonyms) and to words with similar but not identical meanings (synonyms).
- **L.4.6**: Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal precise actions, emotions, or states of being (e.g., quizzed, whined, stammered) and that are basic to a particular topic (e.g., wildlife, conservation, and endangered when discussing animal preservation).

Reading Foundational Skills

4th Grade

- **RF.4.3**: Know and apply grade-level phonics and word analysis skills in decoding words. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.
- RF.4.4a: Read with sufficient accuracy and fluency to support comprehension. Read on-level text with purpose and understanding.
- **RF.4.4b**: Read with sufficient accuracy and fluency to support comprehension. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.
- **RF.4.4c**: Read with sufficient accuracy and fluency to support comprehension. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Informational Text

- **RI.4.1**: Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.
- **RI.4.10**: By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RI.4.2: Determine the main idea of a text and explain how it is supported by key details; summarize the text.
- **RI.4.3**: Explain events, procedures, ideas, or concepts in a historical, scientific, or technical text, including what happened and why, based on specific information in the text.
- RI.4.4: Determine the meaning of general academic and domain-specific words or phrases in a text relevant to a grade 4 topic or subject area.

- **RI.4.5**: Describe the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text.
- **RI.4.6**: Compare and contrast a firsthand and secondhand account of the same event or topic; describe the differences in focus and the information provided.
- **RI.4.7**: Interpret information presented visually, orally, or quantitatively (e.g., in charts, graphs, diagrams, time lines, animations, or interactive elements on Web pages) and explain how the information contributes to an understanding of the text in which it appears.
- **RI.4.8**: Explain how an author uses reasons and evidence to support particular points in a text.
- RI.4.9: Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably.

Reading Literature

4th Grade

- **RL.4.1**: Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.
- **RL.4.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poetry, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- **RL.4.2**: Determine a theme of a story, drama, or poem from details in the text; summarize the text.
- **RL.4.3**: Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).
- **RL.4.4**: Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., Herculean).
- **RL.4.5**: Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, settings, descriptions, dialogue, stage directions) when writing or speaking about a text.
- **RL.4.6**: Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third-person narrations.
- **RL.4.7**: Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text.
- **RL.4.8**: (Not applicable to literature)
- **RL.4.9**: Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.

Speaking and Listening

4th Grade

SL.4.1a: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4

topics and texts, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.

- **SL.4.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly. Follow agreed-upon rules for discussions and carry out assigned roles.
- **SL.4.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly. Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others.
- **SL.4.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly. Review the key ideas expressed and explain their own ideas and understanding in light of the discussion.
- **SL.4.2**: Paraphrase portions of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.
- **SL.4.3**: Identify the reasons and evidence a speaker provides to support particular points.
- **SL.4.4**: Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.
- **SL.4.5**: Add audio recordings and visual displays to presentations when appropriate to enhance the development of main ideas or themes.
- **SL.4.6**: Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation.

Writing

- **W.4.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- **W.4.1a**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose.
- **W.4.1b**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Provide reasons that are supported by facts and details.
- **W.4.1c**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Link opinion and reasons using words and phrases (e.g., for instance, in order to, in addition).
- **W.4.1d**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Provide a concluding statement or section related to the opinion presented.
- **W.4.2a**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.

- **W.4.2b**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.
- **W.4.2c**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Link ideas within categories of information using words and phrases (e.g., another, for example, also, because).
- **W.4.2d**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- **W.4.3a**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.
- **W.4.3b**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use dialogue and description to develop experiences and events or show the responses of characters to situations.
- **W.4.3c**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use a variety of transitional words and phrases to manage the sequence of events.
- **W.4.3d**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use concrete words and phrases and sensory details to convey experiences and events precisely.
- **W.4.3e**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Provide a conclusion that follows from the narrated experiences or events.
- **W.4.4**: Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience.
- W.4.5: With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing.
- **W.4.6**: With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of one page in a single sitting.
- **W.4.7**: Conduct short research projects that build knowledge through investigation of different aspects of a topic.
- **W.4.8**: Recall relevant information from experiences or gather relevant information from print and digital sources; take notes and categorize information, and provide a list of sources.
- **W.4.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 4 Reading standards to literature (e.g., "Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text [e.g., a character's thoughts, words, or actions].").
- **W.4.9b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 4 Reading standards to informational texts (e.g., "Explain how an author uses reasons and evidence to support particular points in a text").

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 5 - ELA

Language

- **L.5.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Explain the function of conjunctions, prepositions, and interjections in general and their function in particular sentences.
- **L.5.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use the perfect (e.g., I had walked; I have walked; I will have walked) verb tenses.
- **L.5.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use verb tense to convey various times, sequences, states, and conditions.
- **L.5.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Recognize and correct inappropriate shifts in verb tense.*
- **L.5.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use correlative conjunctions (e.g., either/or, neither/nor).
- **L.5.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use punctuation to separate items in a series.*
- **L.5.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a comma to separate an introductory element from the rest of the sentence.
- **L.5.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a comma to set off the words yes and no (e.g., Yes, thank you), to set off a tag question from the rest of the sentence (e.g., It's true, isn't it?), and to indicate direct address (e.g., Is that you, Steve?).
- **L.5.2d**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use underlining, quotation marks, or italics to indicate titles of works.
- **L.5.2e**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell grade-appropriate words correctly, consulting references as needed.
- **L.5.3a**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style.
- **L.5.3b**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Compare and contrast the varieties of English (e.g., dialects, registers) used in stories, dramas, or poems.
- **L.5.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 5 reading and content, choosing flexibly from a range of strategies. Use context (e.g., cause/effect relationships and comparisons in text) as a clue to the meaning of a word or phrase.
- **L.5.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 5 reading and content, choosing flexibly from a range of strategies. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., photograph, photosynthesis).
- L.5.4c: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 5 reading and content, choosing

flexibly from a range of strategies. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.

- **L.5.5a**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figurative language, including similes and metaphors, in context.
- **L.5.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Recognize and explain the meaning of common idioms, adages, and proverbs.
- **L.5.5c**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Use the relationship between particular words (e.g., synonyms, antonyms, homographs) to better understand each of the words.
- **L.5.6**: Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal contrast, addition, and other logical relationships (e.g., however, although, nevertheless, similarly, moreover, in addition).

Reading Foundational Skills

5th Grade

- **RF.5.3**: Know and apply grade-level phonics and word analysis skills in decoding words. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.
- RF.5.4a: Read with sufficient accuracy and fluency to support comprehension. Read on-level text with purpose and understanding.
- **RF.5.4b**: Read with sufficient accuracy and fluency to support comprehension. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.
- **RF.5.4c**: Read with sufficient accuracy and fluency to support comprehension. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Informational Text

- RI.5.1: Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
- **RI.5.10**: By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 4–5 text complexity band independently and proficiently.
- RI.5.2: Determine two or more main ideas of a text and explain how they are supported by key details; summarize the text.
- **RI.5.3**: Explain the relationships or interactions between two or more individuals, events, ideas, or concepts in a historical, scientific, or technical text based on specific information in the text.
- RI.5.4: Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a grade 5 topic or subject area.
- **RI.5.5**: Compare and contrast the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in two or more texts.
- RI.5.6: Analyze multiple accounts of the same event or topic, noting important similarities and differences in the point of view they represent.

- **RI.5.7**: Draw on information from multiple print or digital sources, demonstrating the ability to locate an answer to a question quickly or to solve a problem efficiently.
- **RI.5.8**: Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point(s).

Reading Literature

5th Grade

- **RL.5.1**: Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
- **RL.5.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently.
- **RL.5.2**: Determine a theme of a story, drama, or poem from details in the text, including how characters in a story or drama respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text.
- **RL.5.3**: Compare and contrast two or more characters, settings, or events in a story or drama, drawing on specific details in the text (e.g., how characters interact).
- RL.5.4: Determine the meaning of words and phrases as they are used in a text, including figurative language such as metaphors and similes.
- RL.5.5: Explain how a series of chapters, scenes, or stanzas fits together to provide the overall structure of a particular story, drama, or poem.
- RL.5.6: Describe how a narrator's or speaker's point of view influences how events are described.
- **RL.5.7**: Analyze how visual and multimedia elements contribute to the meaning, tone, or beauty of a text (e.g., graphic novel, multimedia presentation of fiction, folktale, myth, poem).
- **RL.5.8**: (Not applicable to literature)
- RL.5.9: Compare and contrast stories in the same genre (e.g., mysteries and adventure stories) on their approaches to similar themes and topics.

Speaking and Listening

- **SL.5.1a**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.
- **SL.5.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly. Follow agreed-upon rules for discussions and carry out assigned roles.
- **SL.5.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly. Pose and respond to specific questions by making comments that contribute to the discussion and elaborate on the remarks of others.
- **SL.5.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly. Review the key ideas expressed and draw conclusions in light of information

and knowledge gained from the discussions.

- **SL.5.2**: Summarize a written text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.
- **SL.5.3**: Summarize the points a speaker makes and explain how each claim is supported by reasons and evidence.
- **SL.5.4**: Report on a topic or text or present an opinion, sequencing ideas logically and using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.
- **SL.5.5**: Include multimedia components (e.g., graphics, sound) and visual displays in presentations when appropriate to enhance the development of main ideas or themes.
- **SL.5.6**: Adapt speech to a variety of contexts and tasks, using formal English when appropriate to task and situation.

Writing

- **W.5.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- **W.5.1a**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which ideas are logically grouped to support the writer's purpose.
- **W.5.1b**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Provide logically ordered reasons that are supported by facts and details.
- **W.5.1c**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Link opinion and reasons using words, phrases, and clauses (e.g., consequently, specifically).
- **W.5.1d**: Write opinion pieces on topics or texts, supporting a point of view with reasons and information. Provide a concluding statement or section related to the opinion presented.
- **W.5.2a**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.
- **W.5.2b**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.
- **W.5.2c**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Link ideas within and across categories of information using words, phrases, and clauses (e.g., in contrast, especially).
- **W.5.2d**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- **W.5.2e**: Write informative/explanatory texts to examine a topic and convey ideas and information clearly. Provide a concluding statement or section related to the information or explanation presented.
- **W.5.3a**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.
- W.5.3b: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event

sequences. Use narrative techniques, such as dialogue, description, and pacing, to develop experiences and events or show the responses of characters to situations.

- **W.5.3c**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use a variety of transitional words, phrases, and clauses to manage the sequence of events.
- **W.5.3d**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Use concrete words and phrases and sensory details to convey experiences and events precisely.
- **W.5.3e**: Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. Provide a conclusion that follows from the narrated experiences or events.
- **W.5.4**: Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience.
- **W.5.5**: With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
- **W.5.6**: With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of two pages in a single sitting.
- W.5.7: Conduct short research projects that use several sources to build knowledge through investigation of different aspects of a topic.
- **W.5.8**: Recall relevant information from experiences or gather relevant information from print and digital sources; summarize or paraphrase information in notes and finished work, and provide a list of sources.
- **W.5.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 5 Reading standards to literature (e.g., "Compare and contrast two or more characters, settings, or events in a story or a drama, drawing on specific details in the text [e.g., how characters interact]").
- **W.5.9b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 5 Reading standards to informational texts (e.g., "Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point[s]").

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 6 - ELA

Language

- **L.6.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Ensure that pronouns are in the proper case (subjective, objective, possessive).
- **L.6.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use intensive pronouns (e.g., myself, ourselves).
- **L.6.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Recognize and correct inappropriate shifts in pronoun number and person.*
- **L.6.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).*
- **L.6.1e**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.*
- **L.6.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.*
- L.6.2b: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell correctly.
- **L.6.3a**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Vary sentence patterns for meaning, reader/listener interest, and style.*
- L.6.3b: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Maintain consistency in style and tone.*
- **L.6.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.
- **L.6.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., audience, auditory, audible).
- **L.6.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.
- **L.6.4d**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
- L.6.5a: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figures of speech (e.g.,

personification) in context.

- **L.6.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Use the relationship between particular words (e.g., cause/effect, part/whole, item/category) to better understand each of the words.
- **L.6.5c**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., stingy, scrimping, economical, unwasteful, thrifty).
- **L.6.6**: Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Reading Informational Text

6th Grade

- RI.6.1: Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RI.6.10**: By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RI.6.2: Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.
- **RI.6.3**: Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).
- **RI.6.4**: Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.
- RI.6.5: Analyze how a drama's or poem's form or structure (e.g., soliloguy, sonnet) contributes to its meaning.
- RI.6.6: Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.
- **RI.6.7**: Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue.
- **RI.6.8**: Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.
- **RI.6.9**: Compare and contrast one author's presentation of events with that of another (e.g., a memoir written by and a biography on the same person).

Reading Literature

- RL.6.1: Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RL.6.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RL.6.2: Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from

personal opinions or judgments.

- **RL.6.3**: Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.
- **RL.6.4**: Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone.
- **RL.6.5**: Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.
- **RL.6.6**: Explain how an author develops the point of view of the narrator or speaker in a text.
- **RL.6.7**: Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they "see" and "hear" when reading the text to what they perceive when they listen or watch.
- **RL.6.8**: (Not applicable to literature)

Speaking and Listening

- **SL.6.1a**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
- **SL.6.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly. Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.
- **SL.6.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly. Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.
- **SL.6.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly. Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.
- **SL.6.2**: Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study.
- **SL.6.3**: Delineate a speaker's argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not.
- **SL.6.4**: Present claims and findings, sequencing ideas logically and using pertinent descriptions, facts, and details to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation.
- **SL.6.5**: Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.
- **SL.6.6**: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

Writing

- **W.6.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audience.
- **W.6.1a**: Write arguments to support claims with clear reasons and relevant evidence. Introduce claim(s) and organize the reasons and evidence clearly.
- **W.6.1b**: Write arguments to support claims with clear reasons and relevant evidence. Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text.
- **W.6.1c**: Write arguments to support claims with clear reasons and relevant evidence. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons.
- W.6.1d: Write arguments to support claims with clear reasons and relevant evidence. Establish and maintain a formal style.
- **W.6.1e**: Write arguments to support claims with clear reasons and relevant evidence. Provide a concluding statement or section that follows from the argument presented.
- **W.6.2a**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- **W.6.2b**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
- **W.6.2c**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use appropriate transitions to clarify the relationships among ideas and concepts.
- **W.6.2d**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- **W.6.2e**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Establish and maintain a formal style.
- **W.6.2f**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Provide a concluding statement or section that follows from the information or explanation presented.
- **W.6.3a**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.
- **W.6.3b**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
- **W.6.3c**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
- W.6.3d: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-

structured event sequences. Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events.

- **W.6.3e**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Provide a conclusion that follows from the narrated experiences or events.
- W.6.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **W.6.5**: With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
- **W.6.6**: Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.
- **W.6.7**: Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.
- **W.6.8**: Gather relevant information from multiple print and digital sources; assess the credibility of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and providing basic bibliographic information for sources.
- **W.6.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 6 Reading standards to literature (e.g., "Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics").
- **W.6.9b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 6 Reading standards to literary nonfiction (e.g., "Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not").

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 7 - ELA

Language

- **L.7.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Explain the function of phrases and clauses in general and their function in specific sentences.
- **L.7.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Choose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas.
- **L.7.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.*
- **L.7.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a comma to separate coordinate adjectives (e.g., It was a fascinating, enjoyable movie but not He wore an old[,] green shirt).
- L.7.2b: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell correctly.
- **L.7.3**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.*
- **L.7.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.
- **L.7.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel).
- **L.7.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.
- **L.7.4d**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
- **L.7.5a**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figures of speech (e.g., literary, biblical, and mythological allusions) in context.
- **L.7.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.

- **L.7.5c**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).
- **L.7.6**: Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Reading Informational Text

7th Grade

- RI.7.1: Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RI.7.10**: By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- RI.7.2: Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.
- **RI.7.3**: Analyze the interactions between individuals, events, and ideas in a text (e.g., how ideas influence individuals or events, or how individuals influence ideas or events).
- **RI.7.4**: Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of a specific word choice on meaning and tone.
- **RI.7.5**: Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas.
- RI.7.6: Determine an author's point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.
- **RI.7.7**: Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium's portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words).
- **RI.7.8**: Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.
- **RI.7.9**: Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.

Reading Literature

- RL.7.1: Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RL.7.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- **RL.7.2**: Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.

- **RL.7.3**: Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).
- **RL.7.4**: Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.
- RL.7.5: Analyze how a drama's or poem's form or structure (e.g., soliloquy, sonnet) contributes to its meaning.
- RL.7.6: Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.
- **RL.7.7**: Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film).
- **RL.7.8**: (Not applicable to literature)

Speaking and Listening

- **SL.7.1a**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
- **SL.7.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.
- **SL.7.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly. Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.
- **SL.7.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly. Acknowledge new information expressed by others and, when warranted, modify their own views.
- **SL.7.2**: Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study.
- **SL.7.3**: Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.
- **SL.7.4**: Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.
- **SL.7.5**: Include multimedia components and visual displays in presentations to clarify claims and findings and emphasize salient points.
- **SL.7.6**: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

Writing

- **W.7.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- **W.7.1a**: Write arguments to support claims with clear reasons and relevant evidence. Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically.
- **W.7.1b**: Write arguments to support claims with clear reasons and relevant evidence. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.
- **W.7.1c**: Write arguments to support claims with clear reasons and relevant evidence. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.
- **W.7.1d**: Write arguments to support claims with clear reasons and relevant evidence. Establish and maintain a formal style.
- **W.7.1e**: Write arguments to support claims with clear reasons and relevant evidence. Provide a concluding statement or section that follows from and supports the argument presented.
- **W.7.2a**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- **W.7.2b**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
- **W.7.2c**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.
- **W.7.2d**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- **W.7.2e**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Establish and maintain a formal style.
- **W.7.2f**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Provide a concluding statement or section that follows from and supports the information or explanation presented.
- **W.7.3a**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.
- **W.7.3b**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.
- **W.7.3c**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.
- W.7.3d: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-

structured event sequences. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.

- **W.7.3e**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Provide a conclusion that follows from and reflects on the narrated experiences or events.
- **W.7.4**: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **W.7.5**: With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.
- **W.7.6**: Use technology, including the Internet, to produce and publish writing and link to and cite sources as well as to interact and collaborate with others, including linking to and citing sources.
- **W.7.7**: Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.
- **W.7.8**: Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.
- **W.7.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 7 Reading standards to literature (e.g., "Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history").
- **W.7.9b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 7 Reading standards to literary nonfiction (e.g. "Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims").

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 8 - ELA

Language

- **L.8.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Explain the function of verbals (gerunds, participles, infinitives) in general and their function in particular sentences.
- **L.8.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use verbs in the active and passive voice.
- **L.8.1c**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Form and use verbs in the indicative, imperative, interrogative, conditional, and subjunctive mood.
- **L.8.1d**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Recognize and correct inappropriate shifts in verb voice and mood.*
- **L.8.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use punctuation (comma, ellipsis, dash) to indicate a pause or break.
- **L.8.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use an ellipsis to indicate an omission.
- **L.8.2c**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell correctly.
- **L.8.3**: Use knowledge of language and its conventions when writing, speaking, reading, or listening. Use verbs in the active and passive voice and in the conditional and subjunctive mood to achieve particular effects (e.g., emphasizing the actor or the action; expressing uncertainty or describing a state contrary to fact).
- **L.8.4a**: Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on grade 8 reading and content, choosing flexibly from a range of strategies. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.
- **L.8.4b**: Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on grade 8 reading and content, choosing flexibly from a range of strategies. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., precede, recede, secede).
- **L.8.4c**: Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on grade 8 reading and content, choosing flexibly from a range of strategies. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.
- **L.8.4d**: Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on grade 8 reading and content, choosing flexibly from a range of strategies. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
- L.8.5a: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figures of speech (e.g. verbal

irony, puns) in context.

- **L.8.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Use the relationship between particular words to better understand each of the words.
- **L.8.5c**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., bullheaded, willful, firm, persistent, resolute).
- **L.8.6**: Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Reading Informational Text

- RI.8.1: Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.
- **RI.8.10**: By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6–8 text complexity band independently and proficiently.
- **RI.8.2**: Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.
- **RI.8.3**: Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories).
- **RI.8.4**: Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.
- **RI.8.5**: Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.
- **RI.8.6**: Determine an author's point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.
- **RI.8.7**: Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea.
- **RI.8.8**: Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.
- **RI.8.9**: Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation.

Reading Literature

8th Grade

- RL.8.1: Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.
- **RL.8.10**: By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.
- **RL.8.2**: Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.
- **RL.8.3**: Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.
- **RL.8.4**: Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.
- **RL.8.5**: Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.
- **RL.8.6**: Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor.
- **RL.8.7**: Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.
- **RL.8.8**: (Not applicable to literature)
- **RL.8.9**: Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.

Speaking and Listening

- **SL.8.1a**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
- **SL.8.1b**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly. Follow rules for collegial discussions and decision-making, track progress toward specific goals and deadlines, and define individual roles as needed.
- **SL.8.1c**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly. Pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.
- **SL.8.1d**: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly. Acknowledge new information expressed by others, and, when

warranted, qualify or justify their own views in light of the evidence presented.

- **SL.8.2**: Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation.
- **SL.8.3**: Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.
- **SL.8.4**: Present claims and findings, emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation.
- SL.8.5: Integrate multimedia and visual displays into presentations to clarify information, strengthen claims and evidence, and add interest.
- **SL.8.6**: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

Writing

- **W.8.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.
- **W.8.1a**: Write arguments to support claims with clear reasons and relevant evidence. Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically.
- **W.8.1b**: Write arguments to support claims with clear reasons and relevant evidence. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.
- **W.8.1c**: Write arguments to support claims with clear reasons and relevant evidence. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence.
- W.8.1d: Write arguments to support claims with clear reasons and relevant evidence. Establish and maintain a formal style.
- **W.8.1e**: Write arguments to support claims with clear reasons and relevant evidence. Provide a concluding statement or section that follows from and supports the argument presented.
- **W.8.2a**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- **W.8.2b**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.
- **W.8.2c**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.
- **W.8.2d**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- **W.8.2e**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Establish and maintain a formal style.

- **W.8.2f**: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. Provide a concluding statement or section that follows from and supports the information or explanation presented.
- **W.8.3a**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.
- **W.8.3b**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.
- **W.8.3c**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events.
- **W.8.3d**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.
- **W.8.3e**: Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Provide a conclusion that follows from and reflects on the narrated experiences or events.
- **W.8.4**: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **W.8.5**: With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.
- **W.8.6**: Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.
- **W.8.7**: Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.
- **W.8.8**: Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.
- **W.8.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 8 Reading standards to literature (e.g., "Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new").
- **W.8.9b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grade 8 Reading standards to literary nonfiction (e.g., "Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced").

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 9 - ELA

Writing, Speaking, and Expressing

- 1. TLW read and analyze career-related literature to develop awareness of employment opportunities and formulate a tentative personal/career goal and action plan for reaching the goal.
- 2. TLW identify and use aspects of author's craft in descriptive writing.
- 3. TLW write instructions and create visuals for completing a complex task.
- 4. TLW write a persuasive essay with supporting evidence.
- 5. TLW develop and process write an original short story based on a universal theme.
- 6. TLW problem-solve in small group discussions and assess personal performance by analyzing group dynamics.
- 7. TLW investigate a community issue, using multiple resources and design an authentic project to promote social action.
- 8. TLW write examples of specific genre to exhibit their characteristics and techniques

Reading, Listening, and Viewing

- 9. TLW will be introduced to various components of high school reading.
- 10. TLW read/view and analyze drama to determine characteristics of the genre.
- 11. TLW listen to presentations on technical topics, evaluating and analyzing content, structure, and visual elements.
- 12. TLW read contemporary realistic fiction to understand literary elements of novels, films, and poetry

Literature and Culture

- 13. TLW read, view, and listen to classic, contemporary, and multi-cultural texts to describe archetypal characters and human experiences in literature.
- 14. TLW read epic poetry to construct meaning and analyze for literary structure and historical and cultural context.

Language

- 15. TLW deliver a presentation that describes or demonstrates the steps of a complex task and incorporates visuals.
- 16. TLW read narrative, informational, and technical texts to build metacognitive skills and construct meaning of unfamiliar vocabulary, using syntax, text cues, and roots and affixes.

CHOICE SCHOOLS ASSOCIATES COMMON CORE CURRICULUM GRADE 10 - ELA

History Social Studies Reading

- RH.9-10.1: Cite specific textual evidence to support analysis of primary and secondary sources, attending to such features as the date and origin of the information.
- **RH.9-10.10**: By the end of grade 10, read and comprehend history/social studies texts in the grades 9-10 text complexity band independently and proficiently.
- **RH.9-10.2**: Determine the central ideas or information of a primary or secondary source; provide an accurate summary of how key events or ideas develop over the course of the text.
- RH.9-10.3: Analyze in detail a series of events described in a text; determine whether earlier events caused later ones or simple preceded them.
- **RH.9-10.4**: Determine the meaning of words and phrases as they are used in a text, including vocabulary describing political, social, or economic aspects of history/social studies.
- RH.9-10.5: Analyze how a text uses structure to emphasize key points or advance an explanation or analysis.
- **RH.9-10.6**: Compare the point of view of two or more authors for how they treat the same or similar topics, including which details they include and emphasize in their respective accounts.
- RH.9-10.7: Integrate quantitative or technical analysis (e.g., charts, research data) with qualitative analysis in print or digital text.
- RH.9-10.8: Assess the extent to which the reasoning and evidence in a text support the author's claims.
- RH.9.10.9: Compare and contrast treatments of the same topic in several primary and secondary sources.

History Social Studies Science and Technical Subjects Writing

- **WHST.9-10.10**: Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- WHST.9-10.1a: Write arguments focused on discipline-specific content. Introduce precise claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that establishes clear relationships among the claim(s), counterclaims, reasons, and evidence.
- **WHST.9-10.1b**: Write arguments focused on discipline-specific content. Develop claim(s) and counterclaims fairly, supplying data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form and in a manner that anticipates the audience's knowledge level and concerns.
- **WHST.9-10.1c**: Write arguments focused on discipline-specific content. Use words, phrases, and clauses to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
- **WHST.9-10.1d**: Write arguments focused on discipline-specific content. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

- **WHST.9-10.1e**: Write arguments focused on discipline-specific content. Provide a concluding statement or section that follows from or supports the argument presented.
- WHST.9-10.2a: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Introduce a topic and organize ideas, concepts, and information to make important connections and distinctions; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.
- **WHST.9-10.2b**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Develop the topic with well-chosen, relevant, and sufficient facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
- **WHST.9-10.2c**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Use varied transitions and sentence structures to link the major sections of the text, create cohesion, and clarify the relationships among ideas and concepts.
- **WHST.9-10.2d**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Use precise language and domain-specific vocabulary to manage the complexity of the topic and convey a style appropriate to the discipline and context as well as to the expertise of likely readers.
- **WHST.9-10.2e**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- **WHST.9-10.2f**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).
- **WHST.9-10.3**: (See note; not applicable as a separate requirement)
- WHST.9-10.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **WHST.9-10.5**: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
- **WHST.9-10.6**: Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.
- **WHST.9-10.7**: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- **WHST.9-10.8**: Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the usefulness of each source in answering the research question; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and following a standard format for citation.
- WHST.9-10.9: Draw evidence from informational texts to support analysis reflection, and research.

Language

L.9-10.1a: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use parallel structure.*
 L.9-10.1b: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Use various types of phrases (noun, verb, adjectival, adverbial, participial, prepositional, absolute) and clauses (independent, dependent; noun, relative, adverbial) to convey specific meanings and add variety and interest to writing or presentations.

- **L.9-10.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a semicolon (and perhaps a conjunctive adverb) to link two or more closely related independent clauses.
- **L.9-10.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Use a colon to introduce a list or quotation.
- L.9-10.2c: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell correctly.
- **L.9-10.3**: Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening. Write and edit work so that it conforms to the guidelines in a style manual (e.g., MLA Handbook, Turabian's Manual for Writers) appropriate for the discipline and writing type.
- **L.9-10.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 9–10 reading and content, choosing flexibly from a range of strategies. Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.
- **L.9-10.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 9–10 reading and content, choosing flexibly from a range of strategies. Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., analyze, analysis, analytical; advocate, advocacy).
- **L.9-10.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 9–10 reading and content, choosing flexibly from a range of strategies. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, or its etymology.
- **L.9-10.4d**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 9–10 reading and content, choosing flexibly from a range of strategies. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
- **L.9-10.5a**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figures of speech (e.g., euphemism, oxymoron) in context and analyze their role in the text.
- **L.9-10.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Analyze nuances in the meaning of words with similar denotations.

Reading Informational Text

- RI.9-10.1: Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RI.9-10.10**: By the end of grade 9, read and comprehend literary nonfiction in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- **RI.9-10.11**: By the end of grade 10, read and comprehend literary nonfiction at the high end of the grades 9–10 text complexity band independently and proficiently.
- **RI.9-10.2**: Determine a central idea of a text and analyze its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.
- **RI.9-10.3**: Analyze how the author unfolds an analysis or series of ideas or events, including the order in which the points are made, how they are introduced and developed, and the connections that are drawn between them.
- **RI.9-10.4**: Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the cumulative impact of specific word choices on meaning and tone (e.g., how the language of a court opinion differs from that of a newspaper).
- RI.9-10.5: Analyze in detail how an author's ideas or claims are developed and refined by particular sentences, paragraphs, or larger portions of a text

- (e.g., a section or chapter).
- RI.9-10.6: Determine an author's point of view or purpose in a text and analyze how an author uses rhetoric to advance that point of view or purpose.
- **RI.9-10.7**: Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account.
- **RI.9-10.8**: Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient; identify false statements and fallacious reasoning.
- **RI.9-10.9**: Analyze seminal U.S. documents of historical and literary significance (e.g., Washington's Farewell Address, the Gettysburg Address, Roosevelt's Four Freedoms speech, King's "Letter from Birmingham Jail"), including how they address related themes and concepts.

Reading Literature

- RL.9-10.1: Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
- **RL.9-10.10**: By the end of grade 9, read and comprehend literature, including stories, dramas, and poems, in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range.
- **RL.9-10.11**: By the end of grade 10, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 9–10 text complexity band independently and proficiently.
- **RL.9-10.2**: Determine a theme or central idea of a text and analyze in detail its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.
- **RL.9-10.3**: Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.
- **RL.9-10.4**: Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the cumulative impact of specific word choices on meaning and tone (e.g., how the language evokes a sense of time and place; how it sets a formal or informal tone).
- **RL.9-10.5**: Analyze how an author's choices concerning how to structure a text, order events within it (e.g., parallel plots), and manipulate time (e.g., pacing, flashbacks) create such effects as mystery, tension, or surprise.
- **RL.9-10.6**: Analyze a particular point of view or cultural experience reflected in a work of literature from outside the United States, drawing on a wide reading of world literature.
- **RL.9-10.7**: Analyze the representation of a subject or a key scene in two different artistic mediums, including what is emphasized or absent in each treatment (e.g., Auden's "Musée des Beaux Arts" and Breughel's Landscape with the Fall of Icarus).
- **RL.9-10.8**: (Not applicable to literature)
- **RL.9-10.9**: Analyze how an author draws on and transforms source material in a specific work (e.g., how Shakespeare treats a theme or topic from Ovid or the Bible or how a later author draws on a play by Shakespeare).

Science and Technical Subjects Reading

- **RST.9-10.1**: Cite specific textual evidence to support analysis of science and technical texts, attending to the precise details of explanations or descriptions.
- RST.9-10.10: By the end of grade 10, read and comprehend science/technical texts in the grades 9-10 text complexity band independently and

proficiently.

- **RST.9-10.2**: Determine the central ideas or conclusions of a text; trace the text's explanation or depiction of a complex process, phenomenon, or concept; provide an accurate summary of the text.
- **RST.9-10.3**: Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks, attending to special cases or exceptions defined in the text.
- **RST.9-10.4**: Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to grades 9-10 texts and topics.
- **RST.9-10.5**: Analyze the structure of the relationships among concepts in a text, including relationships among key terms (e.g., force, friction, reaction force, energy).
- **RST.9-10.6**: Analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, defining the question the author seeks to address.
- **RST.9-10.8**: Assess the extent to which the reasoning and evidence in a text support the author's claim or a recommendation for solving a scientific or technical problem.
- **RST.9-10.9**: Compare and contrast findings presented in a text to those from other sources (including their own experiments), noting when the findings support or contradict previous explanations or accounts.

Speaking and Listening

- **SL.9-10.1a**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9–10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.
- **SL.9-10.1b**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9–10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Work with peers to set rules for collegial discussions and decision-making (e.g., informal consensus, taking votes on key issues, presentation of alternate views), clear goals and deadlines, and individual roles as needed.
- **SL.9-10.1c**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9–10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Propel conversations by posing and responding to questions that relate the current discussion to broader themes or larger ideas; actively incorporate others into the discussion; and clarify, verify, or challenge ideas and conclusions.
- **SL.9-10.1d**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9–10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Respond thoughtfully to diverse perspectives, summarize points of agreement and disagreement, and, when warranted, qualify or justify their own views and understanding and make new connections in light of the evidence and reasoning presented.
- **SL.9-10.2**: Integrate multiple sources of information presented in diverse media or formats (e.g., visually, quantitatively, orally) evaluating the credibility and accuracy of each source.
- **SL.9-10.3**: Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, identifying any fallacious reasoning or exaggerated or distorted evidence.
- **SL.9-10.4**: Present information, findings, and supporting evidence clearly, concisely, and logically such that listeners can follow the line of reasoning and the organization, development, substance, and style are appropriate to purpose, audience, and task.

- **SL.9-10.5**: Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.
- **SL.9-10.6**: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

Writing

- **W.9-10.09b**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grades 9–10 Reading standards to literary nonfiction (e.g., "Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient; identify false statements and fallacious reasoning").
- **W.9-10.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.
- **W.9-10.11**: The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.
- **W.9-10.1a**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Introduce precise claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that establishes clear relationships among claim(s), counterclaims, reasons, and evidence.
- **W.9-10.1b**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Develop claim(s) and counterclaims fairly, supplying evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level and concerns.
- **W.9-10.1c**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Use words, phrases, and clauses to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
- **W.9-10.1d**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- **W.9-10.1e**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Provide a concluding statement or section that follows from and supports the argument presented.
- **W.9-10.2a**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Introduce a topic; organize complex ideas, concepts, and information to make important connections and distinctions; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.
- **W.9-10.2b**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Develop the topic with well-chosen, relevant, and sufficient facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
- **W.9-10.2c**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Use appropriate and varied transitions to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.
- **W.9-10.2d**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Use precise language and domain-specific vocabulary to manage the complexity of the topic.
- W.9-10.2e: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the

effective selection, organization, and analysis of content. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

- **W.9-10.2f**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.
- **W.9-10.3a**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Engage and orient the reader by setting out a problem, situation, or observation, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
- **W.9-10.3b**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
- **W.9-10.3c**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole.
- **W.9-10.3d**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
- **W.9-10.3e**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.
- **W.9-10.4**: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **W.9-10.5**: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
- **W.9-10.6**: Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.
- **W.9-10.7**: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- **W.9-10.8**: Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the usefulness of each source in answering the research question; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and following a standard format for citation.
- **W.9-10.9a**: Draw evidence from literary or informational texts to support analysis, reflection, and research. Apply grades 9–10 Reading standards to literature (e.g., "Analyze how an author draws on and transforms source material in a specific work [e.g., how Shakespeare treats a theme or topic from Ovid or the Bible or how a later author draws on a play by Shakespeare!").

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 11 - ELA

Writing, Speaking, and Expressing

- 1. TLW develop, write, and produce an original script.
- 2. TLW process write a personal narrative, responding to a real issue or event.
- 3. TLW create a collection of personal works to include a resumé, cover letter, and personal essay.
- 4. TLW write a constructive speech manuscript which presents one side of an arguable issue through the use of evidence.
- 5. TLW present an employability portfolio and participate in a mock job interview.
- 6. TLW plan and deliver an argumentative speech based on divergent points of view.
- 7. TLW collaboratively research multicultural, classic and/or contemporary literature to choose three or more selections that exemplify a recurring theme, justify the selections, and individually synthesize the concepts to create an original work.

Reading, Listening, and Viewing

- 8. TLW actively and critically listen to argumentative speeches, take notes, and justify the more credible argument.
- 9. TLW read technical texts to interpret charts and graphs for comprehension.

Literature and Culture

- 10. TLW read, view, and interpret literature from various genre to recognize literary devices and focus on central themes in historical, political, social, and cultural contexts.
- 11. TLW read informational texts including speeches, essays, and other primary sources to determine author's purpose, message, audience, and significance to contemporary society.

Language

12. TLW read narrative, informational, and technical texts to construct meaning of unfamiliar vocabulary, using syntax, context clues, roots and affixes, and etymology.

CHOICE SCHOOLS ASSOCIAES COMMON CORE CURRICULUM GRADE 12 - ELA

History Social Studies Reading

- **RH.11-12.1**: Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.
- **RH.11-12.10**: By the end of grade 12, read and comprehend history/social studies texts in the grades 11-CCR text complexity band independently and proficiently.
- **RH.11-12.2**: Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.
- **RH.11-12.3**: Evaluate various explanations for actions or events and determine which explanation best accords with textual evidence, acknowledging where the text leaves matters uncertain.
- **RH.11-12.4**: Determine the meaning of words and phrases as they are used in a text, including analyzing how an author uses and refines the meaning of a key term over the course of a text (e.g., how Madison defines faction in Federalist No. 10).
- **RH.11-12.5**: Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.
- RH.11-12.6: Evaluate author's differing points of view on the same historical event or issue by assessing the author's claims, reasoning, and evidence.
- **RH.11-12.7**: Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, as well as in words) in order to address a question or solve a problem.
- RH.11-12.8: Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.
- **RH.11-12.9**: Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.

History Social Studies Science and Technical Subjects Writing

- **WHST.11-12.01a**: Write arguments focused on discipline-specific content. Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons, and evidence.
- **WHST.11-12.10**: Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single setting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- WHST.11-12.1b: Write arguments focused on discipline-specific content. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most

relevant data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form that anticipates the audience's knowledge level, concerns, values, and possible biases.

- **WHST.11-12.1c**: Write arguments focused on discipline-specific content. Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
- **WHST.11-12.1d**: Write arguments focused on discipline-specific content. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- **WHST.11-12.1e**: Write arguments focused on discipline-specific content. Provide a concluding statement or section that follows from or supports the argument presented.
- WHST.11-12.2a: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Introduce a topic and organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.
- **WHST.11-12.2b**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
- **WHST.11-12.2c**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Use varied transitions and sentence structures to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.
- **WHST.11-12.2d**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Use precise language, domain-specific vocabulary and techniques such as metaphor, simile, and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the discipline and context as well as to the expertise of likely readers.
- **WHST.11-12.2e**: Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes. Provide a concluding statement or section that follows from and supports the information or explanation provided (e.g., articulating implications or the significance of the topic).
- WHST.11-12.3: (See note; not applicable as a separate requirement)
- WHST.11-12.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **WHST.11-12.5**: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
- **WHST.11-12.6**: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.
- **WHST.11-12.7**: Conduct short as well as more sustained research projects to answer a question (including self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- **WHST.11-12.8**: Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.
- WHST.11-12.9: Draw evidence from informational texts to support analysis, reflection, and research.

Language

- **L.11-12.1a**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.
- **L.11-12.1b**: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. Resolve issues of complex or contested usage, consulting references (e.g., Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage) as needed.
- **L.11-12.2a**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Observe hyphenation conventions.
- **L.11-12.2b**: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. Spell correctly.
- **L.11-12.3**: Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening. Vary syntax for effect, consulting references (e.g., Tufte's Artful Sentences) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.
- **L.11-12.4a**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 11–12 reading and content, choosing flexibly from a range of strategies. Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.
- **L.11-12.4b**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 11–12 reading and content, choosing flexibly from a range of strategies. Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., conceive, conception, conceivable).
- **L.11-12.4c**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 11–12 reading and content, choosing flexibly from a range of strategies. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage.
- **L.11-12.4d**: Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 11–12 reading and content, choosing flexibly from a range of strategies. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
- **L.11-12.5a**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.
- **L.11-12.5b**: Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. Analyze nuances in the meaning of words with similar denotations.
- **L.11-12.6**: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Reading Informational Text

- **RI.11-12.1**: Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- **RI.11-12.10**: By the end of grade 11, read and comprehend literary nonfiction in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

- **RI.11-12.11**: By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11–CCR text complexity band independently and proficiently.
- **RI.11-12.2**: Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.
- **RI.11-12.3**: Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.
- **RI.11-12.4**: Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).
- **RI.11-12.5**: Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.
- **RI.11-12.6**: Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.
- **RI.11-12.7**: Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.
- **RI.11-12.8**: Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., The Federalist, presidential addresses).
- **RI.11-12.9**: Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.

Reading Literature

- **RL.11-12.1**: Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- **RL.11-12.1**: Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- **RL.11-12.10**: By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.
- **RL.11-12.11**: By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently.
- **RL.11-12.2**: Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.
- **RL.11-12.3**: Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
- RL.11-12.4: Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the

impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)

RL.11-12.5: Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.

RL.11-12.6: Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

RL.11-12.7: Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

RL.11-12.8: (Not applicable to literature)

RL.11-12.9: Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

Science and Technical Subjects Reading

RST.11-12.1: Cite specific textual evidence to support analysis of science and technical texts, attending to important distinctions the author makes and to any gaps or inconsistencies in the account.

RST.11-12.10: By the end of grade 12, read and comprehend science/technical texts in the grades 11-CCR text complexity band independently and proficiently.

RST.11-12.2: Determine the central ideas or conclusions of a text; summarize complex concepts, processes, or information presented in a text by paraphrasing them in simpler but still accurate terms.

RST.11-12.3: Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

RST.11-12.4: Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to grades 11-12 texts and topics.

RST.11-12.5: Analyze how the text structures information or ideas into categories or hierarchies, demonstrating understanding of the information or ideas.

RST.11-12.6: Analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, identifying important issues that remain unresolved.

RST.11-12.7: Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., quantitative data, video, multimedia) in order to address a question or solve a problem.

RST.11-12.8: Evaluate the hypotheses, data, analysis, and conclusions in a science or technical text, verifying the data when possible and corroborating or challenging conclusions with other sources of information.

RST.11-12.9: Synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible.

Speaking and Listening

- **SL.11-12.1a**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.
- **SL.11-12.1b**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.
- **SL.11-12.1c**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.
- **SL.11-12.1d**: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively. Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.
- **SL.11-12.2**: Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.
- **SL.11-12.3**: Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.
- **SL.11-12.4**: Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range or formal and informal tasks.
- **SL.11-12.5**: Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.
- **SL.11-12.6**: Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.
- **SL.11-12.7**: The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Writing

- **W.11-12.10**: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes and audiences.
- **W.11-12.1a**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing

claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

- **W.11-12.1b**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.
- **W.11-12.1c**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
- **W.11-12.1d**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- **W.11-12.1e**: Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. Provide a concluding statement or section that follows from and supports the argument presented.
- **W.11-12.2a**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.
- **W.11-12.2b**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
- **W.11-12.2c**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.
- **W.11-12.2d**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.
- **W.11-12.2e**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- **W.11-12.2f**: Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).
- **W.11-12.3a**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.
- **W.11-12.3b**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
- W.11-12.3c: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a

particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

- **W.11-12.3d**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
- **W.11-12.3e**: Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.
- W.11-12.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- **W.11-12.5**: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
- **W.11-12.6**: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.
- **W.11-12.7**: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- **W.11-12.8**: Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.
- **W.11-12.9a**: Draw evidence form literary or informational texts to support analysis, reflection, and research. Apply grades 11–12 Reading standards to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics").
- **W.11-12.9b**: Draw evidence form literary or informational texts to support analysis, reflection, and research. Apply grades 11–12 Reading standards to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., The Federalist, presidential addresses]").

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM KINDERGARTEN - SCIENCE

Science Processes

1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using their five senses to explore the natural world.

Physical Science

- 2. TLW describe the position and motion of an
- object in relation to other objects.
- 3. TLW explain that a force is a push or pull, demonstrate those forces on objects that can move, and observe how objects fall toward the

Earth.

Life Science

- 4. TLW compare living and nonliving things and
- identify the basic requirements for life.

Earth Science

5. TLW identify earth materials that occur in

nature (rocks, sand, soil and water).

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 1 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using measurement tools to investigate the natural world.
Physical Science	2. TLW explain all objects and substances have physical properties that can be measured.
Life Science	3. TLW identify characteristics of animals that are passed from parents to young animals based on those characteristics.4. TLW identify the needs and life cycles of animals.
Earth Science	5. TLW describe weather conditions, identify tools for observing and recording weather change, and describe how the Sun warms the Earth and causes weather to change over the seasons.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 2 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by using measurement tools to investigate the natural world.
Physical Science	 TLW describe objects and substances according to their properties. TLW recognize that some objects are composed of a single substance and others are composed of more than one substance.
Life Science	4. TLW identify the needs of plants, describe the life cycle of flowering plants, and identify characteristics of plants that are passed from parents to young.
Earth Science	5. TLW describe the major landforms and bodies of water on the Earth's surface and the movement of water on the Earth's surface.6. TLW identify sources, uses, and properties of water.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 3 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by investigating gravity.
Physical Science	2. TLW describe the motion of objects in terms of speed, direction, and the forces exerted on the object.3. TLW explain the properties of light and sound and how people perceive these forms of energy.
Life Science	 4. TLW classify plants on the basis of observable physical characteristics and describe the function of plant parts. 5. TLW classify animals on the basis of observable physical characteristics and relate those characteristics to their functions. 6. TLW relate characteristics and functions of observable structures of plants and animals that allow them to live in their environment.
Earth Science	7. TLW identify and describe different types of materials from the Earth and their uses. 8. TLW identify and describe natural causes of change in the Earth's surface. 9. TLW identify and classify renewable and nonrenewable natural resources and describe the human impact on the environment.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 4 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by estimating and measuring weight, mass and volume.
Physical Science	 TLW compare different forms of energy, describe how temperature relates to energy, and classify objects as good or poor conductors of heat and electricity. TLW demonstrate a magnetic field and explain how objects are affected by the strength of the magnet and the distance from the magnet. TLW demonstrate how electric energy is transferred and changed through the use of simple circuits and demonstrate magnetic effects in a simple electric circuit. TLW compare and contrast states of matter and explain how matter can change from one state to another.
Life Science	6. TLW explain how variations in physical characteristics can give organisms an advantage and how environmental changes can produce changes in food webs.
Earth Science	7. TLW explain how fossils provide evidence of the history of the Earth. 8. TLW compare and contrast characteristics and predictable patterns of movement of the Sun, Moon, and Earth.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 5 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by comparing and contrasting the impact of contact and non-contact forces on the motion of an object.
Physical Science	 TLW describe what happens when two forces (balanced or unbalanced) act upon an object. TLW describe the motion of an object in terms of distance, time, and direction and illustrate how motion can be represented on a graph.
Life Science	 TLW identify selected body systems and explain how they work together to perform specific activities. TLW classify organisms based on anatomical features. TLW distinguish between inherited and acquired traits and explain the influence of the environment and genetics on the individual. TLW explain how physical characteristics, behavioral characteristics, and environmental events affect survival of organisms.
Earth Science	8. TLW explain how the Earth's position and motion cause the seasons and define a year. 9. TLW design a model that describes the position and relationship of the Sun, the planets, and other objects of the solar system and explain how gravity affects them.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 6 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, recording, communicating, and developing solutions to problems by identifying kinetic and potential energy and explaining the transformation between the two in simple mechanical systems.
Physical Science	 TLW explain radiation, conduction, and convection and how heat is transferred from one place to another. TLW describe and illustrate changes in states of matter in terms of relative motion of atoms and molecules and explain conservation of mass as matter changes from state to state in a closed system.
Life Science	4. TLW classify organisms based on their source of energy and describe patterns of relationships between organisms within an ecosystem.5. TLW identify the interactions and interdependence of populations, communities, and ecosystems and explain the factors that affect ecosystems.
Earth Science	 6. TLW explain plate tectonic movement, layers of the Earth, and how a compass relates to the magnetic field of the Earth. 7. TLW use minerals and the rock cycle to compare and contrast the formation of rock types, compare and classify soils, explain how soils are formed, and relate the importance of soil to people. 8. TLW will explain how fossils provide important evidence of how life and environmental conditions have changed over time.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 7 - SCIENCE

Science Processes	1. TLW demonstrate an understanding that scientific inquiry and reasoning involves observing, questioning, investigating, recording, and developing solutions to problems by identifying evidence of chemical change.
Physical Science	 TLW classify substances by their physical and chemical properties, and explain the relationship of elements to the periodic table. TLW identify examples of waves and explain how waves transfer energy when they interact with matter.
Life Science	 4. TLW explain that organisms are made of cells that may specialize for a particular purpose and that cells function in similar ways in all organisms. 5. TLW compare sexual and asexual reproduction of organisms for the continuation of genetic characteristics. 6. TLW explain the process of photosynthesis.
Earth Science	7. TLW describe weather conditions and explain the influence of the atmosphere and oceans on weather and climate.8. TLW explain the water cycle and analyze the flow of water in the environment.9. TLW explain how human activities have consequences on the environment.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM EARTH SCIENCE

Inquiry, Reflection, and Social Implications

1. TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations and to generate new questions based on those investigations. (Instructional Sequence 1)

Earth Systems

- 2. TLW describe the interactions within and between Earth systems and explain how these systems are interrelated. (Instructional Sequence 2)
- 3. TLW describe the impact of humans on Earth's systems as renewable and nonrenewable resources are utilized and explain how energy exists in multiple forms which can be transformed and transferred from one reservoir to another. (Instructional Sequence 11)

The Solid Earth

- 6. TLW describe the layers of the Earth, compare the composition and physical characteristics of each layer, describe the lithosphere as being made of mobile tectonic plates, and explain the relationship of plates to earthquakes and volcanoes. (Instructional Sequence 4)
- 7. TLW relate plate tectonics to the formation of rocks and minerals and use the rock cycle to explain weathering, erosion, the formation of sediments, and how rock types can change over time. (Instructional Sequence 5)

The Fluid Earth

- 8. TLW explain how water moves through the atmosphere, hydrosphere, and geosphere and how water resources are important to and impacted by humans. (Instructional Sequence 7)
- 9. TLW explain how the Sun and rotation of the Earth control global atmospheric and oceanic circulation and how matter and energy are redistributed through currents, waves, and interactions with other Earth systems. (Instructional Sequence 8)
- 10. TLW explain how the hydrosphere and atmosphere affect weather patterns and how changes in atmospheric conditions can lead to severe weather. (Instructional Sequence 9)
- 11. TLW describe the structure and composition of the atmosphere and explain how changes in environmental conditions can lead to climate change. (Instructional Sequence 10)

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM CHEMISTRY ESSENTIALS

Inquiry, Reflection, and Social Implications	1. TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of chemical reactions.
Forms of Energy	
Energy Transfer and 0	Conservation
Properties of Matter	 TLW describe physical and chemical properties of matter and explain phase changes according to kinetic molecular theory. TLW categorize elements of the periodic table and explain how elements, ions, and isotopes differ in atomic structure.
Changes in Matter	4. TLW predict bonding between two atoms of different elements, name the binary compound and write its formula. 5. TLW balance, distinguish between, and diagram exothermic and endothermic chemical reactions; classify various solutions as acidic or basic (given their pH), and predict neutralization products. 6. TLW draw structural formulas and isomers for simple hydrocarbon chains and recognize biological polymers.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM PHYSICAL ESSENTIALS

Inquiry, Reflection, and Social Implications	1. TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of force and motion.
Motion of Objects	2. TLW measure, calculate, graph, and analyze the motion of an object (position, speed, and velocity) as a function of time
Forces and Motion	3. TLW explain that objects interact according to the basic forces in nature, as described by Newton's Laws, and predict the change in the motion of an object when acted upon by those forces.
Forms of Energy and Energy Transformations	 4. TLW identify and explain forms of energy and their transformations. 5. TLW predict how electric force varies between charged objects, explain the movement of electrical charges, and identify the common parts and types of circuits. 6. TLW explain the properties of mechanical and electromagnetic waves and predict their behavior when interacting with various media

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM BIOLOGY

Inquiry, Reflection, Social Implications	1. TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to and the design, implementation, and evaluation of scientific investigations
Organization and Development of Living Systems	 TLW explain the structure and function of organic molecules, including carbohydrates, lipids, proteins, and nucleic acids which contain many bonds that store energy. TLW demonstrate the relationship of cell structures, functions, and specialization to life processes. TLW describe the processes of photosynthesis and cellular respiration (aerobic and anaerobic) and the role of ATP as it relates to these processes. TLW explain the complex processes and interactions of cells, tissues, and organ systems that allow organisms to maintain a stable internal environment necessary for life.
Interdependence of Living Systems and the Environment	 6. TLW analyze the dependence of organisms on environmental resources and how matter and energy are transferred throughout ecosystems. 7. TLW explain factors that influence population dynamics, evaluate situations that disrupt ecosystems, and analyze the impact of humans on the environment.
Genetics	8. TLW compare/contrast how genetic material is passed from cell to cell by the processes of mitosis and meiosis and explain how these processes relate to asexual and/or sexual reproduction. 9. TLW analyze the processes of replication and protein synthesis (transcription and translation) as it relates to DNA/RNA and explain how mutations and genetic engineering of DNA result in phenotypic changes in the organism or its offspring. 10. TLW predict patterns of inheritance using laws of heredity and analyze these patterns to explain variation.
Evolution and Biodiversity	11. TLW explain evolution as the result of genetic changes within a population that occur in changing environments over time and that modern evolution includes the concepts of common descent, natural selection, and biodiversity.

Choice Schools Associates GLCE Curriculum Chemistry

Inquiry, Reflection,
and Social
Implications

1. TLW design and conduct valid experiments, draw conclusions, and evaluate all aspects of the process. (Instructional Sequence 1)

Forms of Energy

- 2. TLW describe the energy of electrons according to quantum theory and express the organization of the electron using electron configuration and kernel structures. (Instructional Sequence 3)
- 3. TLW explain nuclear changes, their relationship to dating and conservation of matter and energy, and analyze concepts of nuclear chemistry as related to risk/benefit issues of industry, the environment, and society. (Instructional Sequence 4)

Energy Transfer and Conservation

- 4. TLW predict products, write balanced equations, and describe energy changes during chemical reactions. (Instructional Sequence 6)
- 5. TLW measure, calculate, and diagram energy transfer for chemical reactions and relate entropy and enthalpy to determine the spontaneity of reactions. (Instructional Sequence 12)

Properties of Matter

- 6. TLW categorize elements of the periodic table and explain how elements, ions, and isotopes differ in atomic structure. (Instructional Sequence 2)
- 7. TLW predict bonding between two atoms of different elements, name the binary compound and write its formula, classify bonds as ionic, covalent, or polar covalent; and explain intermolecular forces. (Instructional Sequence 5)
- 8. TLW use stoichiometric methods to determine the relationships between atoms and molecules in elements, compounds and chemical reactions. (Instructional Sequence 7)
- 9. TLW describe physical and chemical properties of matter and explain phase changes according to kinetic molecular theory. (Instructional Sequence 8)
- 10. TLW use kinetic molecular theory to describe the behavior of gases. (Instructional Sequence 9)

Changes in Matter

- 11. TLW make and test solutions of various concentrations; determine the factors that affect solubility, reaction rates, and colligative properties; determine equilibrium; apply LeChetelier's Principle to chemical systems. (Instructional Sequence 10)
- 12. Using acid-base theory, TLW write equations for various acid-base reactions and determine the pH and concentration of various samples. (Instructional Sequence 11)
- 13. TLW explain oxidation and reduction and identify examples and uses of oxidation-reduction reactions. (Instructional Sequence 13)
- 14. TLW draw structural formulas and isomers for simple hydrocarbon chains and recognize biological polymers. (Instructional Sequence 14)

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM PHYSICS

Inquiry, Reflection, and Social Implications 1. TLW understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to the design, execution, and evaluation of scientific investigations of force and motion.

Motion of Objects

- 2. TLW measure, calculate, graph, and analyze the motion of an object (position, speed, velocity, and acceleration) as a function of time.
- 3. TLW measure, calculate, graph, and analyze the motion of an object in two dimensions.

Forces and Motion

- 4. TLW apply Newton's Laws to predict and calculate the change in the motion of an object when acted upon by forces.
- 5. TLW describe how force, mass, and velocity affect the momentum of an object, calculate impulse, and solve simple collision problems.
- 6. TLW measure, calculate, graph, and analyze uniform circular motion and explain gravitational interactions using the Law of Universal Gravitation.

Forms of Energy and Energy Transformations

- 7. TLW identify and explain forms of energy in mechanical systems and measure and calculate work and changes in kinetic and potential energy.
- 8. TLW explain the properties of mechanical waves; calculate wave velocity, wavelength, and frequency; and predict the behavior of mechanical waves when interacting with various media.
- 9. TLW explain the nature of light and how it interacts with matter and apply Snell's Law to calculate the path of a light ray.
- 10. TLW explain the properties of electromagnetic waves, predict their behavior when interacting with various media, and explain the relationships among electromagnetic waves, communication, and quantum theory.
- 11. TLW use Coulomb's Law to predict how electric force between charged objects varies with distance and explain how objects become charged by induction.
- 12. TLW identify types of electrical circuits, use Ohm's Law to explain and calculate the relationships in current electricity, and explain everyday applications of electric current.
- 13. TLW explain transformations from one form of energy to another and calculate thermal energy transfer.
- 14. TLW explain nuclear processes of fission, fusion, and radioactive decay and the positive and negative effects of nuclear energy.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM KINDERGARTEN – SOCIAL STUDIES

History	 TLW use time and chronology as a means for understanding past, present, and future events. TLW describe, analyze, and evaluate past events and the individuals involved.
Geography	3. TLW identify, describe, and compare the characteristics of environment around home and school.
Civics and Government	4. TLW establish personal responsibilities of citizenship.
Economics	5. TLW differentiate between needs and wants and goods and services.
Public Discourse, Decision Making, and Citizen Involvement	6. TLW identify a problem, analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 1 – SOCIAL STUDIES

Listory	1 TIW use time and chronology as a means for understanding past present, and future events
History	 TLW use time and chronology as a means for understanding past, present, and future events. TLW investigate and compare life in the past to life in the present within families and schools.
Geography	3. TLW describe, compare, and explain relative and absolute location in the environment, constructing simple maps.4. TLW describe and investigate human and physical (natural) characteristics of the school environment.
Civics and Government	5. TLW identify the purposes for home and school rules, and safety practices to establish personal responsibilities of citizenship.
Economics	6. TLW describe and explain how individuals and families identify needs and wants and how they are provided in both the neighborhood and global marketplace.7. TLW identify and describe ways people earn and spend money.
Public Discourse, Decision Making, and Citizen Involvement	8. TLW identify a problem, analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 2 – SOCIAL STUDIES

History	1. TLW construct a historical timeline and narrative, describe changes in the local community over time, and consider differing perspectives.
Geography	 TLW construct maps to describe the physical and human characteristics of the local community and region. TLW describe ways people interact with the environment in the local community. TLW describe cultural diversity in the local community.
Civics and Government	5. TLW explain the purposes, structure, and function of government and how it serves its citizens.6. TLW describe how the Pledge of Allegiance reflects the core democratic value of Patriotism.
Economics	7. TLW identify consumer and business activity in the local community, describing the production of and trade for goods and services.
Public Discourse, Decision Making, and Citizen Involvement	8. TLW identify a problem, analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 3 – SOCIAL STUDIES

History	 TLW use historical thinking and primary and secondary sources to construct a narrative of Michigan's history from American Indians to statehood. TLW use historical thinking and primary and secondary sources to construct a narrative and create a timeline of Michigan's history from statehood to present day.
Geography	 3. TLW describe diverse groups in Michigan, why they chose to live here, and how they have preserved and built upon their cultural heritage. 4. TLW identify physical (natural) and human characteristics of Michigan to describe regional classification(s) and human interaction with the environment.
Civics and Government	5. TLW identify and explain the purpose and function of Michigan's government.
Economics	6. TLW identify and explain economic activity in Michigan including interdependence and global connections.7. TLW analyze how Michigan's location and natural resources influence entrepreneurial economic activity.
Public Discourse, Decision Making, and Citizen Involvement	8. TLW identify a public policy issue in Michigan, analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 4 – SOCIAL STUDIES

History	1. TLW use historical thinking and primary and secondary sources to construct a narrative and create a timeline of Michigan's history from statehood to present day.
Geography	 TLW use geographic tools to identify, describe, and compare the physical and human characteristics of regions in the United States. TLW investigate the stories of immigrants to the United States to describe the impact on culture and the physical environment.
Civics and Government	4. TLW identify and explain the purposes, values, and principles of American Constitutional Democracy.5. TLW describe and explain the structure and function of the United States government.
Economics	6. TLW describe characteristics of a market economy, including relationships between incentives, prices, and competition.7. TLW use the circular flow model to explain economic activity in the United States and the global economy.
Public Discourse, Decision Making, and Citizen Involvement	8. TLW identify a public policy issue in the U.S., analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 5 – SOCIAL STUDIES

History	 TLW describe the life of peoples living in North America before European exploration. TLW identify the causes and consequences of European exploration and colonization. TLW describe the lives of people living in western Africa prior to the 16th century. TLW describe the environmental, political, and cultural consequences of the interactions among European, African, and American Indian peoples in the late 15th through 17th century. TLW compare the regional settlement patterns and describe significant developments in Southern, New England, and Mid-Atlantic colonies. TLW analyze the development of the slave system in the Americas and its impact on the life of Africans. TLW distinguish among and explain the reasons for regional differences in colonial America. TLW identify the major political, economic, and ideological reasons for the American revolution. TLW explain the multi-faced nature of the American Revolution and its consequences. TLW explain some of the challenges faced by the new nation under the Articles of
Geography	Confederation and analyze the development of the United States Constitution.
Civics and Government	
Economics	
Public Discourse, Decision Making, and Citizen Involvement	11. TLW identify a problem, analyze information to solve it, and present the solution to inform others.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 6 – SOCIAL STUDIES

History	 TLW investigate how historians think and the processes, tools, and information they use to study and communicate historical knowledge. TLW describe the development and movement of early man throughout the Western Hemisphere to 4000 B.C.E./B.C. TLW describe the development of societies and culture of early man throughout the Western Hemisphere, 4000 to 1000 B.C.E./B.C. TLW describe the development of empires and cultures throughout the Western Hemisphere, 1000 B.C.E./B.C. to 300 C.E./A.D.
Geography	 5. TLW investigate how geographers think and the processes, tools, and information they use to study and communicate spatial thinking and geographic knowledge. 6. TLW use the five themes of geography to describe the physical characteristics of places in the Western Hemisphere. 7. TLW use five themes of geography to describe the human characteristics, systems, and patterns of settlement of places in the Western Hemisphere.
Civics and Government	8. TLW compare various forms of government in the Western Hemisphere and explain the challenges of interaction, cooperation, and conflict.
Economics	9. TLW explain economic activity in the Western Hemisphere, including systems of international interdependence and the role of governments.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 7 – SOCIAL STUDIES

History	 TLW investigate how historians think and the processes, tools, and information they use to study and communicate historical knowledge. TLW describe the development and movement of early man throughout the Eastern Hemisphere to 4000 B.C.E./B.C. TLW describe the development of societies and culture of early man throughout the Eastern Hemisphere, 4000 to 1000 B.C.E./B.C. TLW describe the development of empires and cultures throughout the Eastern Hemisphere, 1000 B.C.E./B.C. to 300 C.E./A.D.
Geography	 5. TLW investigate how geographers think and the processes, tools, and information they use to study and communicate spatial thinking and geographic knowledge. 6. TLW use five themes of geography to describe the physical characteristics of places in the Eastern Hemisphere. 7. TLW use the five themes of geography to describe the human characteristics, systems, and patterns of settlement of places in the Eastern Hemisphere.
Civics and Government	8. TLW compare various forms of government in the Eastern Hemisphere and explain the challenges of interaction, cooperation, and conflict.
Economics	9. TLW explain economic activity in the Eastern Hemisphere, including systems of international interdependence and the role of governments.

CHOICE SCHOOLS ASSOCIATE GLCE CURRICULUM GRADE 8 – SOCIAL STUDIES

Political and Intellectual Transformations

History

- 1. TLW describe the experiences and documents that led to the American Revolution and analyze the consequences of this event.
- 2. TLW explain the challenges faced by the new nation and analyze the development of the Constitution as a new plan for governing.
- 3. TLW analyze the challenges the new government faced and the role of political and social leaders in meeting these challenges.
- 4. TLW describe and analyze the nature and impact of the territorial, demographic, and economic growth in the early years of the new nation using maps, charts, and other evidence.
- 5. TLW analyze the growth of antebellum American reform movements.
- 6. TLW analyze and evaluate the early attempts to abolish or contain slavery and to realize the ideals of the Declaration of Independence.
- 7. TLW evaluate the multiple causes, key events, and complex consequences of the Civil War.
- 8. TLW analyze the character and consequences of Reconstruction using evidence.
- 9. TLW analyze the major changes in communication, transportation, demography, and urban centers, including the location and growth of cities linked by industry and trade, in the last half of the 19th century.
- 10. TLW use historical perspective to investigate a significant historical topic from United States Eras 3-6 that continues to be an issue in the United States today

Public Discourse, Decision Making, and Citizen Involvement

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM GRADE 9 – SOCIAL STUDIES

Economics

- 1. TLW describe, analyze, and evaluate the roles of individuals and businesses in a market economy.
- 2. TLW explain and evaluate the role of the government in a market economy.
- 3. TLW analyze economic indicators and use them to evaluate the state of the United States economy in various stages of the business, then describe, analyze, and predict how the government uses monetary and fiscal policy to direct the economy of the United States.
- 4. TLW describe, analyze, and compare the effects of economic systems and the impact they have on the international community.
- 5. TLW analyze how scarcity and opportunity cost influence personal financial and consumer decisions and use the information to develop a personal financial strategy

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULM AMERICAN GOVERNMENT

Civics

- 1. TLW identify and explain the conceptual foundations of civic and political life.
- 2. TLW explain the origins and foundations of government of the United States of America
- 3. TLW describe how national, state, and local governments are organized and how power and responsibility are distributed, shared, and limited.
- 4. TLW investigate the meaning of citizenship in the United States of America.
- 5. TLW identify, describe, and explain the scope of and limits to the rights of citizenship in the United States.
- 6. TLW describe the roles of various groups in shaping public policy and their influence on citizen participation, and engage in meaningful projects to influence public policy.
- 7. TLW describe and evaluate the role of the United States in foreign policy.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM UNITED STATES HISTORY AND GEOGRAPHY

History

- 1. TLW review foundational United States History to 1877, including political and intellectual transformations and geographic, economic, social and demographic trends.
- 2. TLW explain the causes and consequences both positive and negative of the Industrial Revolution and America's growth from a predominantly agricultural, commercial, and rural nation to a more industrial and urban nation between 1870 and 1930.
- 3. TLW describe and analyze the major changes both positive and negative in the role the United States played in world affairs after the Civil War, and explain the causes and consequences of this changing role.
- 4. TLW select and evaluate major public and social issues emerging from the changes in industrial, urban, and global America during this period; analyze the solutions or resolutions developed by Americans, and their consequences (positive/negative anticipated/unanticipated).
- 5. TLW evaluate the key events and decisions surrounding the causes and consequences of the global depression of the 1930s and World War II.
- 6. TLW examine the causes and course of World War II, and the effects of the war on United States society and culture, including the consequences for United States involvement in world affairs.
- 7. TLW identify, analyze, and explain the causes, conditions, and impact of the Cold War Era on the United States.
- 8. TLW examine, analyze, and explain demographic changes, domestic policies, conflicts, and tensions in Post- WWII America.
- 9. TLW examine and analyze the Civil Rights Movement using key events, people, and organizations.
- 10. TLW explain the impact of globalization on the United States' economy, politics, society and role in the world.
- 11. TLW examine the shifting role of United States on the world stage during the period from 1980 to the present and compose a persuasive essay about a public policy issue.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM WORLD HISTORY AND GEOGRAPHY

History

- 1. TLW compare hunter gatherers, pastoral nomads, and ancient civilizations
- 2. TLW explain the growth of civilizations and world religions and the nature of interactions between cultural, social, and/or religious groups prior to 300 C.E.
- 3. TLW explain and analyze challenges to the internal development and external interdependence of societies and dynasties.
- 4. TLW identify and explain the origins of world religions and analyze their growth.
- 5. TLW explain and analyze the internal and external forces that contributed to the growth and decline of Europe in Era Four.
- 6. TLW investigate common forces of change and the characteristics that led to the development of African culture in Era Four.
- 7. TLW analyze the impact of global trade, politics, and religion on the cultures in Asia, Russia, Europe and the Americas in Era Five.
- 8. TLW analyze major global political, religious, cultural, and economic effects on Europe in Era Five.
- 9. TLW analyze colonial transformations in Latin America as a result of global political, religious, cultural, and economic factors.
- 10. TLW describe and analyze increasing global connections resulting in political, economic, and social outcomes.
- 11. TLW compare social, economic, and political systems that impacted regional and local developments.
- 12. TLW describe the rise of global power in Europe and analyze regional responses to imperialism.
- 13. TLW analyze the causes, characteristics, and long-term consequences of WWI.
- 14. TLW describe and analyze the effects of the social, political, and economic factors that arose in the time between WWI and WWII.
- 15. TLW analyze the causes, course, characteristics, and immediate consequences of WWII.
- 16. TLW describe the major factors that contributed to conflicts in the Cold War.
- 17. TLW analyze the effects of the Cold War on various regions of the world.
- 18. TLW use graphic data to explain and analyze the global impact of the Cold War on today's world (political, economic, social, and geographic).
- 19. TLW explain the causes and consequences of global changes in population and natural resources.
- 20. TLW define and evaluate the process of globalization and the development and continuing challenges of new conflicts.

Foundations

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM PSYCHOLOGY

Psychology

- 1. TLW summarize significant contributions to the field of psychology and analyze the scientific method.
- 2. TLW analyze a given stimulus situation to determine the components of the nervous and endocrine systems involved and graphically depict and define these components in a sequential format.
- 3. TLW use the principles of conditioning to create and implement a plan that will increase or decrease a specific behavior.
- 4. TLW analyze cognitive, emotional, social, and physical stages of human development.
- 5. TLW analyze and evaluate major theories of personality.
- 6. TLW understand the historical treatment of the mentally ill and differentiate between various types of abnormal behavior and applicable therapies.
- 7. TLW identify and analyze major types of stress and develop positive strategies for coping.

CHOICE SCHOOLS ASSOCIATES GLCE CURRICULUM SOCIOLOGY

Sociology

- 1. TLW summarize significant contributions to the field of sociology and analyze the scientific method.
- 2. TLW investigate dynamics of mainstream culture and subcultures as related to communication, expectation and change.
- 3. TLW analyze individuals and groups within society as related to roles, status, power, prestige, and social mobility.
- 4. TLW investigate the nature, causes, extent, and possible solutions to prejudice and discrimination existing in the United States.
- 5. TLW investigate how existing and emerging social institutions effect and are affected by change.
- 6. TLW analyze the nature and causes of social problems and suggest possible prevention strategies or solutions.

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

- (a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and
- (b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators and chief business officials shall be certified and complete continuing education requirements as described in MCL 380.1246.

CHOICE SCHOOLS ASSOCIATES LLC. PRINCIPAL JOB DESCRIPTION

QUALIFICATIONS: • Master's degree preferred.

· School Administrator certification preferred.

· Experience as an Assistant Principal.

· Successful experience as a teacher preferred.

· Exemplary oral and written skills.

· Exemplary reputation in school and community.

REPORTS TO: Chief Executive Officer of Choice Schools Associates LLC,

SUPERVISES: Staff members designated by the Chief Executive Officer of Choice Schools

Associates LLC.

JOB GOALS: To provide leadership to ensure the achievement of educational, business

management, school development, parent involvement, customer service, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

PERFORMANCE RESPONSIBILITIES:

- Establishes and maintains an effective learning climate in the school.
- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Keeps the Chief Executive Officer informed of routine matters related to administration, instruction, and of events and activities of unusual nature.
- Assists in the management and preparation of the Academy's budget.
- Supervises the maintenance of all required building records and reports.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Principal is responsible.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for observance of Board policies and regulations.
- Maintains active relationships with students and guardians.
- Budgets school time to provide for efficient use of time for instruction and business.
- Leads the ongoing development of the instructional program and student activities programs.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy-specific specialized environmental science programs.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.

CHOICE SCHOOLS ASSOCIATES LLC. PRINCIPAL JOB DESCRIPTION

- Design and carry out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school-sponsored organizations.
- Supervises the maintenance of accurate records of student progress and attendance of students.
- Assumes responsibility for professional growth and development through membership and
 participation in the affairs of professional organizations, through attendance at regional, state, and
 national meetings, through enrollment in advanced courses by reading professional journals and
 other leadership and management publications, and by discussing problems of mutual interest
 with others in the field.
- Supervises professional, paraprofessional, administrative, and nonprofessional personnel of the Academy.
- Assists in recruiting, screening, hiring, training, assigning and evaluating of the Academy's staff.
- Provides comprehensive orientation programs for new staff and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the Chief Executive Officer the discipline and or removal of an employee whose work performance is unsatisfactory.
- Makes arrangements for conferences between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- Provides adequate inventories of real and personal property under his or her jurisdiction and for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.
- Serves as an ex officio member of all committees and councils within the Academy.
- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news releases approved by the Chief Executive Officer.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, to interpret Board policies and administrative directives, and to discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the Chief Executive Officer.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.

CHOICE SCHOOLS ASSOCIATES LLC. PRINCIPAL JOB DESCRIPTION

TERMS OF EMPLOYMENT:

12 months, Choice Schools Associates LLC and the Academy Board establish salary and work year via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The job performance will be evaluated by the Chief Executive Officer of Choice Schools Associates LLC through systematic input from various primary internal and external stakeholders.

CHOICE SCHOOLS ASSOCIATES LLC. TEACHER JOB DESCRIPTION

QUALIFICATIONS: · Valid teacher certificate.

· Demonstrated competence as a teacher.

· Demonstrated competence in all areas of focus

· Computer literate.

· Respected as a teacher and as an individual.

· Excellent verbal and written expression.

· Strong interpersonal skills.

REPORTS TO: Academy Principal.

SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of

Student Conduct.

JOB GOAL: To provide students with a first class learning experience, which contributes

to their development as enlightened and responsible citizens and as leaders

in their communities.

PERFORMANCE RESPONSIBILITIES:

Shares a commitment to the success of the mission, goals, and objectives of the Academy.

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of
 assignments, communications in large and small groups with individual students, an atmosphere of
 mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.

CHOICE SCHOOLS ASSOCIATES LLC. TEACHER JOB DESCRIPTION

- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of polices and regulations that affect instruction and conditions of success.
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

TERMS OF EMPLOYMENT:

200 days or additional by extended contract. Salary established by Choice Schools Associates LLC. and approved by the Academy Board via the annual school operating budget approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC, will review and may assist in evaluations, as he or she deems appropriate.

CHOICE SCHOOLS ASSOCIATES LLC. SPECIAL EDUCATION TEACHER JOB DESCRIPTION

QUALIFICATIONS: · Valid teacher certificate.

· Demonstrated competence as a teacher.

· Demonstrated competence in all areas of focus

· Computer literate.

Respected as a teacher and as an individual.

· Excellent verbal and written expression.

· Strong interpersonal skills.

REPORTS TO: Academy Principal.

SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of

Student Conduct.

JOB GOAL: To collaborate with regular education teachers to monitor student progress and

compliance. To provide students with a first class learning experience, which contributes to their development as enlightened and responsible citizens and as

leaders in their communities.

PERFORMANCE RESPONSIBILITIES:

Implement the program outlined in the student's IEP in the least restrictive environment.

- Prepare for student's annual IEP in a timely manner (completing of forms, invitations to attendees, scheduling meetings).
- Prepare for three-year re-evaluations in a timely manner (testing, completing of forms, invitations to attendees, scheduling of meeting times).
- Maintain complete and ongoing records for all students.
- Maintain a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Adapt materials from the K 8 curriculum to meet needs of students served.
- Demonstrate creativity in reaching, challenging, and engaging student's in learning.
- Utilize strategies and techniques to modify unacceptable behavior.
- Demonstrate ability to write Behavior Plans.
- Evaluate all student records for current IEP needs as those records arrive in your building.
- Demonstrate knowledge of disability areas experienced by students with special needs that are attending your building.

TERMS OF EMPLOYMENT:

CHOICE SCHOOLS ASSOCIATES LLC. SPECIAL EDUCATION TEACHER JOB DESCRIPTION

200 days or additional by extended contract. Salary established by Choice Schools Associates LLC. and approved by the Academy Board via the annual school operating budget approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

The Academy Principal evaluates job performance through systematic input from various primary internal and external stakeholders. The Chief Executive Officer of Choice Schools Associates LLC, will review and may assist in evaluations, as he or she deems appropriate.

CHOICE SCHOOLS ASSOCIATES LLC. SECRETARY JOB DESCRIPTION

QUALIFICATIONS: •

- High school graduation required; two years college desired.
- Ability to communicate with students, staff, and parents.
- · Use of proper grammar and vocabulary.
- · Reputation for self-control and sound interpersonal skills.
- Experience in educational setting with school-age children desired.
- · Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, databases, and research.
- · Trained in CPR and first aid.
- · Licensed to drive.

REPORTS TO:

Academy Principal.

JOB GOAL:

To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's frontline representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Carries out financial operations at the site level, including payroll, purchasing, and financial
 accounting.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Maintains a log of visitors to the Academy.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy Web site.
- Carries out other duties assigned by the Principal and Choice Schools Associates LLC.

CHOICE SCHOOLS ASSOCIATES LLC. SECRETARY JOB DESCRIPTION

TERMS OF EMPLOYMENT:

12 months, Salary established by Choice Schools Associates LLC, and the Academy Board via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Teachers and the Academy Principal evaluates job performance,

CHOICE SCHOOLS ASSOCIATES LLC. INSTRUCTIONAL AIDE JOB DESCRIPTION

QUALIFICATIONS: · College degree preferred; two years of college required.

· Ability to communicate with students, staff, and guardians.

Use of proper grammar and vocabulary.

Reputation for self-control and ability to keep discipline.

Experience in educational setting with school-age children.

Exemplary work habits verified by previous employers.

REPORTS TO: Academy Principal, under supervision of the classroom teacher.

JOB GOAL: To assist the Teacher in carrying out appropriate classroom activities and

maintaining a disruption-free learning environment.

PERFORMANCE RESPONSIBILITIES:

Aids the teacher in preparing the classroom or laboratory for instruction.

- Helps the teacher prepare and distribute lesson materials.
- Instructs students under supervision of the teacher.
- Guides children in working and playing harmoniously with other children.
- Assists the teacher in maintaining individual student records when asked.
- Assists the teacher in keeping the classroom neat, clean, and orderly to provide work and study
 areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Assists teachers with supervision of students during play periods.
- Accepts other related duties assigned by the Principal.

TERMS OF EMPLOYMENT:

183 work days (may be extended by mutual consent). Salary established by Choice Schools Associates LLC, and the Academy Board via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Teacher and Academy Principal evaluate job performance.

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke
terminate, or not issue a new contract at the end of the Contract.
Date: 5/10/2012 Jathant, June
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the <u>w^m C Abnay</u> Board of Directors at a properly noticed open meeting held on the <u>form</u> day of <u>way</u>, 2012, at which a quorum was present.

Board Secretary

ACADEMY'S ADMISSION POLICIES AND CRITERIA

William C. Abney Academy

Office of the School Leader Choice Schools Associates Students AG 5111

Admission of Students - Application and Enrollment

Application and Enrollment requirements are included in the charter contract with the Academy's Authorizer. These requirements must be followed.

Students who qualify for admission to the Academy, in accordance with Policy 5111, shall satisfy the following requirements to be considered for enrollment as a student:

- A. Birth certificate or other appropriate documentary evidence that meets State requirements
- B. Immunization records
- C. Court orders or placement reports, if applicable
- D. Proof of residency
- E. Academy Application completed

The student cannot satisfy the scholastic record, often referred to as CA-60, requirement by submitting his or her most recent report card. The parent/guardian/adult caretaker (parent) must provide evidence that he or she has authorized the request for the scholastic record and other student records, including discipline record of behavior, special programs the student was enrolled in at the previous school, and English language proficiency information if appropriate.

For the Academy Application to be complete, one parent/guardian/adult caretaker (parent) and the student must attend an orientation session that explains the Academy's educational model and its differences with other models of instruction, that shares information on the Code of Student Conduct, and that reviews the Family Handbook. The parent and student will be required to sign in to confirm attendance at the Orientation Session.

Additionally, each applicant who transfers to the Academy must provide his or her discipline record of behavior from the prior school attended for the application to be complete. A student may be granted temporary admission for thirty days in anticipation of receiving the discipline record of behavior. The parent is responsible for requesting the discipline record of behavior from the prior school attended. A student may be allowed to remain at the Academy until the discipline record of behavior is received provided the parent presents evidence that he record has been requested and the student demonstrates responsible behavior. If the student has a discipline referral to the School leader or is suspended for one day by the teacher, the student will be immediately referred to the Education Service provider (ESP) contract oversight person for review.

The School Leader shall refer all applicants with a discipline record of behavior to the Education Service Provider's contract oversight person who will make the determination if the student will or will not constitute a threat to the safety and well-being of fellow students and staff. Evidence of behavior that gives cause to believe that an applicant's past behavior record will threaten the integrity of the classroom may be denied admission by the ESP. Also, indicators of incorrigible behavior will be reviewed in making the decision concerning enrollment. Indicators of incorrigible behavior for students and parents may be stated in the Code of Student Conduct and are available from the ESP

SCHEDULE 7-6 SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Class Schedules

7:45-8:15 a.m.: Breakfast program

8:15 a.m.: School day begins with morning announcements, including discussions of character development theme (changes monthly), upcoming events, procedures, fundraising, reminders

11:20 a.m.-12:40 p.m.: Lunch (three lunch sessions)

3:30 p.m.: Dismissal

3:45 p.m.: After-school tutoring at teacher discretion.

William C. Abney Academy District Calendar 2012-2013

14-16 EBLI Training w/Wendy Miller

Staff Returns

Open House (MS/EL) 10:00AM-11:30AM 6:00PM-7:00 PM

Open House (EL/MS) 10:00AM-11:30AM 6:00PM-7:00PM

AUGUST 2012							
S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

FEBRUARY 2013 S \mathbf{M} T W Th F S 1 2 8 9 4 5 6 7 10 12 13 14 15 16 11 17 19 20 21 22 23 24 27 25 26 28

MARCH 2013

27 28 29 30

APRIL 2013

T W

2 3 4

W Th

21 22 23

Th F

5

12 13

M T

4 5 6 7

11 12 13 14

18 19 20

25 26

M

8 9 10 11

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14 15 16 17 18 19 20

21 22 23 24 25 26 27

28 29 30 \mathbf{S}

2 1

9

 \mathbf{S}

6

F

8

15 16

Parent Night (EL) Parent Night (MS) 13

Presidents' Day 18-19 Mid-Winter Break-No School

Labor Day-No School

1st Day for Students

10-14 DIBELS Testing

12 Parent Night (EL)

Parent Night (MS)

28 (MS) Fundraiser Starts

SEPTEMBER 2012							
S	M	Т	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

SEDTEMBED 2012

Grades Due- No School

3rd Trimester Begins 11 P/T Conference 11/14

11-22 Spring Fundraiser (EL)

Fundraiser Order Forms & 22

Money Due (EL)

29 Good Friday- No School

29 **Spring Break Begins**

Columbus Day

12 Fundraiser Order Forms

& Money Due 15 PD-No School

19 Progress Reports Sent Home

29 Fall Fundraiser Starts (EL)

Harvest Day Parties

OCTOBER 2012							
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

1-5 Spring Break-No School

12-26 Spring Fundraiser (MS)

26 Fundraiser Order Forms

& Money Due (MS)

26 Progress Reports Sent home

P/T Conferences/ Book Fair 4:00-6:00 1

5 PD- No School

Fall Pictures

Fundraiser Order Forms &Money Due (EL)

11 Veterans Day

21-23 Thanksgiving Break-No School

26	Report Cards Sent Home
	2 nd Trimester Begins
	P/T Conferences 4:00-6:00 (MS/EL
29	P/T Conferences 6:00-8:00 (MS/EL)

NOVEMBER 2012							
S	M	T	W	Th	F	S	
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4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

MAY 2013 M T W Th F \mathbf{S} 3 4 2 1 5 6 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 28 30 26 29 31

Parent Night (EL) Parent Night (MS) DIBELS Testing

20-29 District Wide Carnival 23

27 Memorial Day- No School

7	PD- No School
24	Holiday Break Begins

DECEMBER 2012							
S	M	Т	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
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16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

JUNE 2013							
S	M	T	W	Th	F	S	
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9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

11 Grades Due/ Kindergarten Graduation Report Cards Sent Home End of the Year Assembly 17 Last Day of School 1/2 day/ 19

School Wide Crossover

Field Day (EL)

New Year's Day 1

School Resumes 7-11 **DIBELS Testing**

18 Progress Reports go Home

21 M.L. King Day-

Service Learning Day

JANUARY 2013								
S	M	T	W	Th	F	S		
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	31				

ı	JULY 2013								
	S	M	Т	W	Th	F	S		
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	7	8	9	10	11	12	13		
	14	15	16	17	18	19	20		
	21	22	23	24	25	26	27		
	28	29	30	31					

4 Independence Day

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

The Academy may enroll age appropriate students in Kindergarten through Seventh Grade, with the understanding that it may add additional grades with approval from the Authorizing Body.

SCHEDULE 7-8

ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE

1435 E. Fulton Street is a 2-story brick building that is less than 10 years old. It has a gym, computer lab, and a playground.

256 Alger is a 1 story, brick building. It was recently remodeled and does not have a traditional playground. It has a gym, a library, and a computer lab.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is made this 7th day of July, 2003, between HOLLAND HOME, a Michigan non-profit corporation, of 2100 Raybrook Avenue, Suite 300, Grand Rapids, Michigan 49546, as "Seller", and WILLIAM C. ABNEY ACADEMY, a Michigan charter public school, of 230 Hollister SE, Grand Rapids, Michigan 49506, as "Buyer."

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Property Included in Purchase and Sale Agreement</u>. Seller agrees to sell and Buyer agrees to purchase the real property, building, improvements and appurtenances located at 1435 Fulton East, Grand Rapids, Kent County, Michigan, more particularly described on attached Exhibit A (the "Subject Property").
- 2. <u>Purchase Price</u>. The purchase price for the Subject Property shall be Four Hundred Five Thousand Dollars (\$405,000.00).
- 3. <u>Personal Property</u>. Also included in this sale at no additional cost to Buyer are all items of personal property, if any, presently located on the Subject Property (the "Personal Property"). The Personal Property shall be transferred to Buyer at the closing by a bill of sale containing a full warranty of title (the "Bill of Sale").
 - 4. Payment of Purchase Price. The purchase price shall be paid in cash at the closing.
- 5. <u>Earnest Deposit</u>. Buyer does hereby deposit with Seller, earnest money in the amount of Ten Thousand Dollars (\$10,000.00), which shall be applied against the purchase price at closing.
- 6. <u>Title Insurance</u>; <u>UCC Search</u>. At the closing, Seller shall furnish Buyer, at Seller's expense, a standard ALTA owner's title insurance policy, without exceptions, covering the Subject Property in the amount of the purchase price. The commitment for such title insurance policy shall be delivered to Buyer within Fifteen (15) days after the date of this Agreement. In addition, Seller shall deliver to Buyer prior to closing Uniform Commercial Code Financing Statement searches (state and local), dated not more than Ten (10) days prior to closing. All financing statements, security interests and liens shown on the UCC searches which affect the Subject Property or the Personal Property shall be discharged and terminated prior to closing.
- 7. Survey. Seller shall deliver any existing survey to Buyer which Buyer shall be allowed to examine prior to closing. If required, Buyer shall pay the cost of a new or recertified survey.
- 8. <u>Property Taxes and Assessments.</u> Seller shall pay July 1, 2003 taxes. Buyer shall pay all future taxes.

- 9. <u>Lawn Care and Maintenance</u>. Seller agrees that it shall continue to mow all lawns and trim all landscaped areas of the Subject Property as it has done in the past for the remainder of 2003 without charge to Buyer.
- Marketability. Marketable title to the Subject Property and the Personal Property shall be in Seller free and clear from all liens, encumbrances, security interests, easements, restrictions, and zoning ordinance regulations, except those which in Buyer's opinion will not interfere with Buyer's intended use of such property. No tax liens of any nature whatsoever shall exist against the Subject Property or Seller.

Seller represents that no work or materials have been supplied to or incorporated into the Subject Property which could give rise to a lien of any kind within Ninety (90) days prior to the date of this Agreement, and that no such work or materials will be supplied to or incorporated into the Subject Property prior to closing.

- 11. Physical Inspection of Subject Property. Buyer shall have the right to fully inspect the Subject Property and Personal Property to determine their physical characteristics and suitability for the use proposed by Buyer. Buyer's obligation to close this transaction is expressly made contingent upon Buyer's satisfaction with its inspection findings. Seller and its agents and employees shall fully cooperate with Buyer and shall provide Buyer with such information, books and records as Buyer may reasonably request concerning the Subject Property. All costs and expenses incurred in connection with Buyer's inspection of the Subject Property shall be paid by Buyer.
 - 12. Transfer of Property. At the closing, Seller shall deliver to Buyer each of the following:
 - (a) A warranty deed, duly executed and in recordable form, conveying the Subject Property to Buyer.
 - (b) The Bill of Sale.
 - (c) An assignment, in form satisfactory to Buyer, of all rights and claims Seller may have against any third party in connection the construction, installation, improvement, maintenance or repair of the Subject Property.
- Property shall be closed at the offices of the title insurance company providing the title insurance policy for this transaction, or such other place as the parties shall mutually agree, within Ten (10) days after all conditions to closing set forth in this Agreement have been satisfied or waived and Buyer provides Seller with written notice of his intent to close. However, in no event shall the closing occur later than Sixty (60) days after the date of this Agreement, unless extended by Buyer, at its election, for a period of up to Thirty (30) days in order to satisfy any of Seller's obligations under this Agreement which have not been satisfied.

- 14. <u>Possession</u>. Possession of the Subject Property shall be given to Buyer at the closing; provided, however, Buyer shall have reasonable access to the Subject Property prior to closing for purposes of inspection as provided in Paragraph 11, above.
- 15. <u>Unpermitted Exceptions or Defects</u>. Within Fifteen (15) days after the delivery of both the title commitment and the survey referred to in Paragraphs 6 and 7, above, Buyer shall notify Seller of any unpermitted title exceptions or survey defects. Seller shall have until the closing date to cure the title exceptions or defects to Buyer's satisfaction. Upon Seller's failure to cure any such exception or defect, Buyer may (i) cancel this Agreement by notice to Seller, (ii) provide Seller additional time to correct the defect, or (iii) waive its disapproval and proceed to close.
- 16. Representations and Warranties of Seller. In addition to any other representations and warranties contained in this Agreement, Seller makes the following representations and warranties, each of which shall be true both as of the date of this Agreement and as of the date of closing, and each of which shall survive the closing:
 - (a) Seller has not conducted an environmental investigation of the Subject Property except for a Phase I Environmental Site Assessment dated November 9, 1990, a copy of which seller will provide to Buyer. However, it has no actual knowledge that hazardous substances or waste products or materials of any type or nature have been used, located, generated, stored or disposed of on the Subject Property except that the building materials within the building may contain asbestos or lead paint and Buyer is advised to conduct an investigation concerning their existence.
 - (b) Seller has no actual knowledge of the existence of underground storage tanks located on the Subject Property.
 - (c) To Seller's knowledge, there are no pending or proposed special assessments affecting or which may affect the Subject Property or any part of the Subject Property.
 - (d) There are no agreements of sale other than this Agreement, options or other rights of third parties, to acquire the Subject Property, no unrecorded easement, lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Subject Property, nor any other agreements which would otherwise affect the Subject Property.
 - (e) Seller has the sole power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

- (f) There are no actions, suits or proceedings which have been threatened or instituted against or which affect the Subject Property, at law or in equity, or before any federal, state or municipal governmental commissions, board, bureau, agency, or instrumentality which may affect the value, occupancy, or use of the Subject Property. Seller will give Buyer prompt written notice of any such action, suit or proceeding of which it obtains knowledge subsequent to the date of this Agreement and prior to the closing, to the extent Seller acquires such knowledge. Seller advises Buyer to investigate the applicability of local zoning and building code regulations in light of changes in the law in 2002, which may be further subject to change prior to the Closing.
- (g) Seller's United States taxpayer identification number is as follows: 38-13627 Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 (and the regulations thereunder). At the time of closing, Seller will sign an affidavit so stating to the satisfaction of Buyer, and also stating that (i) Seller is a U.S. corporation and is not a foreign person; (ii) Seller is neither owned nor controlled by foreign persons; (iii) Seller may file a U.S. tax return with respect to the sale of the Subject Property; and (iv) Buyer has permission to file a copy of such affidavit with the Internal Revenue Service.

The building is many years old. Except for the warranties expressly stated in this Agreement, Seller is not making any warranties or representations to Buyer, and Buyer acknowledges that it is purchasing the Subject Property "AS IS."

- 17. Representations and Warranties of Buyer. Buyer represents and warrants that it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except that Buyer must obtain the approval of Grand Valley State University as the chartering authority of Buyer.
- 18. <u>Contingencies to Close</u>. Buyer's obligation to close this transaction is contingent upon the satisfaction of the following conditions prior to the date of closing:
 - (a) Acceptable title and lien exam pursuant to paragraph 6 above;
 - (b) Acceptable physical inspections pursuant to paragraph 11 above;
 - (c) Grand Valley State University approval; and
 - (d) The representations of paragraph 16 above are true as of the closing.
- 19. <u>Non-Assumption of Obligations</u>. Buyer shall not, by its purchase of the Subject Property, be deemed to have assumed any debts, obligations or liabilities of Seller and, unless otherwise agreed in writing, Buyer shall not assume any of Seller's contracts or agreements covering the operation or maintenance of the Subject Property.
- 20. <u>Seller's Indemnities</u>. Seller shall indemnify, defend and hold Buyer harmless from any and all damages, claims, charges, costs and expenses, including actual attorneys' fees, incurred as the result of any of the following:

- (a) The failure of any of the representations and warranties contained in this Agreement to be true and accurate in all respects;
 - (b) The failure of Seller to perform any of its obligations under this Agreement; and
- (c) Any and all debts, obligations and liabilities of Seller whether accrued, absolute, contingent or otherwise existing on the date of closing relative to the Subject Property.
- 21. Assignment and Enforceability. Except as otherwise expressly provided, this Agreement shall inure to the benefit of, be binding upon, and be specifically enforceable by Seller and Buyer, and their respective successors and assigns. Seller owns property across the street from the Subject Property and the use and operation of the Subject Property could adversely impact Seller's property. Therefore, this Agreement shall not be assignable by Buyer without Seller's prior written consent.
- **Entire Agreement.** This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to this transaction. All prior communications concerning this transaction are merged in and replaced by this Agreement. This Agreement may not be amended except by an amendment in writing signed by both parties.
- 23. <u>Notices</u>. All notices required under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested to the party to be notified. All notices directed to Buyer shall be delivered or mailed to the following:

If to the Seller:

David Claus, President Holland Home 2100 Raybrook Ave. SE, Suite 300 Grand Rapids, Michigan 49546

If to the Buyer:

William C. Abney Academy c/o Walt Trock, Board President 9778 Bend Drive Jenison, Michigan 49428

Any mailed notice shall be deemed effective two days after mailing.

WITNESSES:

SELLER: HOLLAND HOME

David Claus

Its: President

BUYER:

WILLIAM C. ABNEY ACADEMY

By:

Walt Trock

Its: President

EXHIBIT A

Legal Description

EXHIBIT A TO WARRANTY DEED

The following described lands and premises situated in the City of Grand rapids, County of Kent and State of Michigan:

Part of the NE 1/4 of Section 29. T7N. R11W. City of Grand Rapids, Kent County, Michigan, described as: Commencing on the East and West 1/4 line. 21 1/2 chains East of the center of said section; thence North 20 chains. West 4 chains, South 20 chains, East 4 chains to the beginning, except commencing on the South line of Lyon Street 297 feet East of the Southeast corner of Arthur Avenue and Lyon Street, thence South parallel with the East line of Arthur Avenue extended 476.65 feet to a point 44 feet South of the North line of Fountain Street extended East, thence East parallel to said North line of Fountain Street extended 263.8 feet to the West line of Orchard Hill Addition, thence North 476.51 feet along West line of Orchard Hill Addition to the South line of Lyon Street, thence West 263.5 feet more or less to the beginning.

AGREEMENT TO PURCHASE UPON COMPLETION

THIS AGREEMENT is made and entered into as of April 6, 2011, by and between HATHAWAY PROPERTIES, L.L.C., a Michigan limited liability company, having an address at 2876 28th Street, S.W., Ste. 201, Grandville, Michigan 49418, Attn: Henry G. VanderWerp ("Seller"), and WILLIAM C. ABNEY ACADEMY, a Michigan non-profit corporation, having an address at 1435 E. Fulton, Grand Rapids, Michigan 49503, Attn: Pastor Jathan Austin, Board President ("Purchaser").

RECITALS:

This Agreement is made and entered into with reference to the following facts:

- A. As of the date of this Agreement, Seller is the owner of: (i) a certain parcel of real property located in the City of Grand Rapids, County of Kent, State of Michigan, and more particularly described in Exhibit A hereto, together with all easements, licenses, rights and appurtenances relating thereto (collectively, the "Land"), (ii) an existing one-story building (the "Existing Building"), and (iii) other improvements to the Land, including sidewalks, service drives, parking areas, driveways, curbs, directional signs and related improvements and buildings (collectively, the "Existing Improvements").
- B. Purchaser holds a valid charter to operate a charter school in the Existing Building, as the same may be modified, improved and/or expanded.
- C. At Purchaser's request and in consideration of the obligations Purchaser is undertaking in this Agreement, Seller is entering into a contract (the "Construction Contract") with Hathaway Construction, L.L.C., a Michigan limited liability company (the "Contractor") pursuant to which Contractor will (i) make certain modifications to and construct an addition to the Existing Building (collectively, the "Building Improvements") and (ii) reconfigure, refurbish, modify, eliminate and/or expand the Existing Improvements (the result of such reconfiguration, refurbishment, modification, elimination and/or expansion of the Existing Improvements being referred to as the "New Improvements"), all substantially as shown on Exhibit B hereto and substantially in accordance with the terms, conditions, provisions and specifications set forth in this Agreement and in the Plans and Specifications (as defined below), which are set forth on Exhibit C attached hereto. The form of Construction Contract is attached hereto as Exhibit D.
- D. Purchaser has agreed that upon Substantial Completion (defined below) of the Building Improvements and the New Improvements (collectively, the "Improvements"), Purchaser shall purchase the Land, the Existing Building (as modified), the Existing Improvements (as modified) and the Improvements (collectively, the "Property") on the terms and conditions herein set forth.

NOW, THEREFORE, the parties to this Agreement mutually covenant and agree as follows:

Purchase of Property.

- (a) Seller covenants and agrees to sell to Purchaser and Purchaser covenants and agrees to purchase the Property from Seller upon the terms and conditions set forth in this Agreement for an amount equal to the sum of (i) \$520,833.10, being the net acquisition cost for the Property plus \$50,000 plus (ii) the costs of improving the Property in accordance with the Plans and Specifications (as defined below), plus (iii) a seller's fee in the amount of \$15,000.00 (the foregoing sum, as the same may be adjusted as provided in this Agreement, is hereinafter referred to as the "Purchase Price"). Attached hereto as Schedule 1 is a partial listing of each and every component of the Purchase Price.
- (b) On or before April 30, 2011, Seller shall provide to Purchaser a revised and completed <u>Schedule 1</u>, reflecting the Seller's final pricing for the construction of all improvements to the Property in accordance with the Plans and Specifications (as defined below). If accepted by the Purchaser within 5 days after receipt or such other period of time agreed upon by the parties (the "Acceptance Period"), the total reflected on the revised <u>Schedule 1</u> shall constitute the Purchase Price, subject to any further adjustments as set forth in subparagraph 1(c) below. If not accepted by Purchaser within the Acceptance Period, such failure to accept shall constitute Purchaser's exercise of its Option to purchase the Property in accordance with paragraph 1(f) below.
- Any changes to the Plans and Specifications (defined below) which are requested by Purchaser, shall be entirely Purchaser's responsibility and expense. If any such changes result in an increase in the total cost of the Improvements (the "Increased Change Order Amounts"), the Purchase Price shall be increased by an amount equal to the Increased Change Order Amounts, and Purchaser shall deposit an amount equal to the Increased Change Order Amounts with the Escrow Agent (defined below) as a condition precedent to the construction required by the change to the Plans and/or Specifications. The escrowed funds will be held in Escrow (defined below) pending Closing (defined below) to secure payment of the increase in Purchase Price resulting from Increased Change Order Amounts. Such escrowed funds shall be released to Seller at Closing and shall be credited toward the Purchase Price. Any agreed upon change to the Plans and Specifications shall be documented by a written amendment to this Agreement, which amendment shall (i) be executed by both Seller and Purchaser, (ii) describe the change, (iii) replace the previous Plans and Specifications with Plans and Specifications reflecting the change, (iv) establish the Increased Change Order Amount for the change and increase the Purchase Price accordingly, and (v) extend the Target Completion Date (defined below) if the additional time is necessary to complete the work required by the change.
- (d) If the sum of: (i) the Design-Builder's Fee (as defined in the Construction Contract), (ii) the Cost of the Work (as defined in the Construction

Contract) and (iii) Seller's Fee is less than the Purchase Price, an amount equal to the difference shall be credited against the Purchase Price at Closing.

- As of the date of this Agreement, Buyer shall make a nonrefundable down payment of the \$520,883.10 to Seller (the "Down Payment") which shall be credited against the Purchase Price at Closing. Seller shall use the sum of \$470,883.10 to purchase the Land, Existing Buildings and Existing Improvements from New Branches SEED Foundation, a Michigan nonprofit corporation on or before April 6, 2011, and the balance of the Down Payment shall be applied against the Acquisition Costs, as described on Schedule 1. Buyer shall deposit the balance of the Purchase Price (less the sum of \$250,000) with the Escrow Agent (as defined below) on or before April 30, 2011. The sum of \$250,000 shall be paid by Purchaser into a separate escrow account pursuant to a Supplemental Escrow Agreement that includes Seller and Buyer as parties, the form of which is attached as Exhibit H hereto. Upon satisfaction of all conditions to Closing, such escrowed funds shall be released to Seller, and shall be credited towards the Purchase Price, in accordance with the terms and conditions of this Agreement. Notwithstanding any provision in this Agreement to the contrary, however, Seller shall have no obligation to close under this Agreement unless, in connection with such Closing, it receives the entire amount of the Purchase Price.
- date of this Agreement by providing written notice to Seller not later than April 30, 2011. Within 10 days after receipt of such written notice, Seller shall provide a final statement of its actual land acquisition costs, plus its actual costs and expenses associated with the improvement of the Property, plus a fee of \$15,000.00 referenced in Section 1(a) above, less the Down Payment (the "Net Costs") and all supporting documentation for such Net Costs. Upon receipt of cash or certified funds in the amount of the Net Costs from Purchaser, Seller shall simultaneously execute and deliver all of the closing documents listed in paragraph 7 below, with the exception of the Punch List Agreement (as defined below), and this Agreement shall automatically terminate. If Purchaser elects, or is deemed to have elected to exercise this option, and if Purchaser has paid sufficient funds to the Escrow Agent (as defined below) to permit payment in full of the Net Costs, then closing of the purchase and sale of the Property pursuant to this Paragraph 1(f) shall occur on or before May 10, 2011; provided, however, that Seller shall have no obligations hereunder with respect to any New Improvements or punch-list items.
- (g) The Purchaser shall not accept a Purchase Price, as the same may be adjusted by any Increased Change Order Amounts, at any time, in excess of \$1,000,000, provided, however, that Seller is not obligated to offer a Purchase Price based on the Plans and Specifications of less than \$1,000,000. If the Seller's revised and completed Schedule 1 results in a Purchase Price in excess of \$1,000,000, the Parties intend to revise the Plans and Specifications, if necessary, to achieve a Purchase Price of \$1,000,000 or less.
- 2A. Asbestos and Lead-based Paint Abatement/Management. The parties
 acknowledge that as of the date of this Agreement, the Property contains asbestos containing

materials ("ACM"), some of them friable, and that it is likely that there is lead-based paint on the Property and that both conditions pre-dated Seller's ownership of the Property.

- Lead-based Paint. Seller shall retain, at its sole cost and expense, a qualified State-Certified Lead Abatement Contractor to obtain sufficient representative samples of chipping paint for analysis to determine whether the Property contains leadbased paint and/or lead-based paint hazards. If lead-based paint and/or lead-based paint hazards are present, Seller shall retain a qualified State-Certified Lead Abatement Contractor to prepare a management plan to abate and/or manage such concern(s) in compliance with applicable federal, state and/or local laws and regulations, considering all future intended construction activities, renovations, improvements, occupancies and/or uses, which management plan shall include, without limitation, all measures or sets of measures necessary to permanently eliminate or manage any lead-based paint and leadbased paint hazards according to applicable federal, state or local laws and/or regulations, including the obligation to retain a State-Certified Lead Abatement Contractor and other properly trained professionals to remove and/or manage all lead-based paint and/or leadbased paint dust hazards; to permanently enclose and/or encapsulate any lead-based paint or lead-based paint hazard; to replace any lead-based painted surfaces or fixtures; together with any and all associated preparation, abatement, site cleanup, disposal, postabatement clearance testing, and final abatement reporting (the "Lead Management Plan"). Seller shall provide a copy of the Lead Management Plan to Purchaser for its review and consent before Seller implements the Lead Management Plan. The parties agree, as further stated below, that although Seller shall be responsible for the legal and technical sufficiency and the practical effectiveness of the Lead Management Plan, Seller shall have no responsibility or liability to Purchaser for any failure, shortcomings or deficiencies in said plan unless such failure, shortcoming or deficiency is solely caused and created by the negligence or misconduct of Seller. Seller acknowledges and agrees that Purchaser's review and/or consent to the Lead Management Plan does not in any way signify, whether expressly or impliedly, that Purchaser has consented to, approved, represented or accepted the legal or technical sufficiency or the potential practical effectiveness of the Lead Management Plan. Seller acknowledges that the cost of developing and implementing the Lead Management Plan is included in the Purchase Price.
- (b) Asbestos Containing Materials. Seller shall retain, at its sole cost and expense, Pro-Tech Environmental & Construction Services, Inc. ("Pro-Tech") or another qualified State-Certified Asbestos Abatement Contractor to assess future intended renovation plans, and, if needed, to perform additional investigations to further assess the full extent of ACM. Considering that friable and other ACM are known to exist on the Property, and to the extent additional asbestos containing materials are discovered, Seller shall retain ProTech or another qualified State-Certified Asbestos Abatement Contractor to prepare an asbestos operations and maintenance plan to abate and/or manage such materials in compliance with all applicable federal, state and/or local laws and regulations, considering all future intended construction activities, renovations, improvements, occupancies and/or uses, which management plan shall include, without limitation, all measures or sets of measures necessary to permanently eliminate or properly manage all asbestos containing materials presently on the subject improved

property according to applicable federal, state or local laws and/or regulations, including the obligation to retain a State-Certified Asbestos Abatement Contractor and/or other properly trained professionals) to remove and/or maintain such materials; and all associated preparation, abatement, maintenance, cleanup, disposal post-abatement clearance testing, and final abatement reporting (the "ACM Management Plan"). Seller shall provide a copy of the operations and maintenance plan to Purchaser for its review and consent before Seller implements the ACM Management Plan. The parties agree, as further stated below, that although Seller shall be responsible for the legal and technical sufficiency and the practical effectiveness of the ACM Management Plan, Seller shall have no responsibility or liability to Purchaser for any failure, shortcomings or deficiencies in said plan unless such failure, shortcoming or deficiency is solely caused and created by the negligence or misconduct of Seller. Seller acknowledges and agrees that Purchaser's review and/or consent to the ACM Management Plan do/does not in any way signify, whether expressly or impliedly, that Purchaser has consented to, approved, represented or accepted the legal or technical sufficiency or the potential practical effectiveness of the ACM Management Plan. Seller acknowledges that the cost of developing and implementing the ACM Management Plan is included in the Purchase Price.

(c) Seller shall be solely responsible at its sole cost and expense for implementing all measures set forth in the Lead Management Plan and in the ACM Management Plan prior to Closing. After Closing, Purchaser shall be solely responsible at its sole cost and expense for implementing all measures set forth in the Lead Management Plan and in the ACM Management Plan. Seller shall require both its State-Certified Lead Abatement Contractor(s) and its State-Certified Asbestos Abatement Contractor(s) to explicitly authorize Purchaser and Contractor and their respective successors and assigns to rely upon all inspections, testing, abatement measures, final clearance testing, and final abatement reporting.

2. 2.B. Construction of Improvements.

- (a) <u>Improvements to be Constructed</u>. Seller covenants and agrees to cause the Contractor to construct the Improvements substantially in accordance with the Plans and Specifications.
- (b) Target Completion Date. Subject to delays resulting from events of Force Majeure (defined below), the Improvements shall be Substantially Complete (defined below) on or before August 24, 2011 (as the same may be extended as provided in this Agreement, the "Target Completion Date"). The Target Completion Date shall be extended by a period equal to the period of delay in commencement, performance or completion of construction of the Improvements resulting: (i) by reason of the act or neglect of Purchaser, fire, flood, epidemic, tornado, an environmental condition, a labor dispute, act of God, strike, boycott, riot, insurrection, war, catastrophe, act of a public enemy, or issuance of permits and inspections (unless said delay in the issuance of permits is caused wholly by Seller or Contractor), and/or (ii) as a consequence of a change in the Plans and Specifications as described in paragraph 1(b) of this Agreement, and/or (iii) from any other cause which is beyond foreseeable reasonable control of

Seller and Contractor (collectively, "Force Majeure"). If the Target Completion Date is delayed for any reason other than Force Majeure, the Purchase Price shall be reduced by an amount equal to \$500 per day after the Target Completion Date until the Closing is completed ("Delay Penalty"). Buyer shall receive a credit against the Purchase Price at Closing for the aggregate Delay Penalty, if any.

- (c) <u>Substantial Completion</u>. For purposes of this Agreement, the Improvements shall be deemed to be "Substantially Complete" or to have been "Substantially Completed" when both (i) and (ii) have been satisfied: (i) Seller has delivered the Architect's Certification that the Contractor has completed the Improvements in accordance with the Plans and Specifications, subject only to non-material punch-list items, and (ii) a certificate of occupancy (permanent or temporary) to allow Purchaser to occupy the Improvements has been issued as required by law. The "Date of Substantial Completion" shall be the date on which the Improvements are first deemed to be Substantially Complete.
- (d) <u>Plans and Specifications</u>. Seller has, or will receive from Purchaser the plans, drawings and specifications, including, without limitation, building elevations, drainage plans, grading plans and utility plans, civil working drawings and specifications prepared by Purchaser, on or after the date of this Agreement, which Plans and Specifications may be modified upon the request of the Purchaser (collectively the "Plans and Specifications"). The initial Plans are attached to this Agreement as <u>Exhibit C</u>, and the specifications will be completed by the Purchaser as soon as possible after the date of this Agreement.
- (e) Notice of Completion. Seller shall notify Purchaser of the projected Date of Substantial Completion in writing a reasonable time before such date to allow Purchaser to inspect and plan for occupancy of the Improvements.

Establishment of Escrow and Closing.

- (a) Upon execution of this Agreement by both parties, the parties shall open an escrow ("Escrow") by executing an Escrow Agreement in the form of the attached Exhibit E with PNC Bank, National Association ("Escrow Agent") in order to consummate the purchase in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the Escrow Agent; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Agent not inconsistent with the provisions hereof. The date as of which the Escrow Agent shall have received executed counterparts from Seller and Purchaser of this Agreement shall constitute the "Opening of Escrow."
- (b) Said Escrow shall provide for a closing (the "Closing") by recordation of a warranty deed from Seller to Purchaser, delivery of the other documents and performance of the other conditions required by this Agreement, at a time, date and location that is mutually acceptable to Purchaser and Seller within fifteen (15) business days after the Date of Substantial Completion (such date being the "Closing Date"). The Purchase Price less the Down Payment and less the sum of \$250,000 escrowed

under the Supplemental Escrow Agreement shall be deposited in Escrow by Buyer as provided in paragraph 1 above. The warranty deed described in paragraphs 7(a) below shall be executed and deposited by Seller in Escrow upon the Opening of Escrow. The balance of the closing documents identified in Section 7 below shall be delivered and received and the Purchase Price paid to Seller on the Closing Date.

- 4. <u>Title.</u> At Closing, Seller shall deliver to Purchaser title to the Property by warranty deed and bill of sale subject only to (a) those matters identified on <u>Exhibit F</u> hereto, (b) any matter not caused by Seller or Contractor, (c) any matter caused by Seller or Contractor at the direction of or with the approval of Purchaser, and (d) any other matter that is acceptable to Purchaser (collectively the "Permitted Title Exceptions"). The forms of the warranty deed and bill of sale shall be substantially in the form attached hereto as <u>Exhibit G</u>.
- 5. <u>Final Completion</u>. The Improvements shall be deemed to be "Finally Complete" or to have been "Finally Completed" when both (i) and (ii) have been satisfied: (i) Seller has completed the punch-list items (discussed below) and (ii) Seller has delivered completed as-built drawings to Purchaser. The term "Final Completion Date," as used in this Agreement, shall be the date on which the Improvements are first deemed to be Finally Complete.
- 6. <u>Punch-List Escrow.</u> Purchaser and Seller shall jointly identify and estimate the cost of completing any punch-list items that are outstanding as of the Closing Date and prepare and execute a document identifying and setting forth the estimated cost of any such outstanding punch-list items (the "Punch-List Agreement"). A portion of the Purchase Price equal to the amount shown in such document to be the estimated cost to complete such punch-list items will be placed in the Escrow pending completion of the punch-list items. Escrow Agent shall release the punch-list escrow to Seller upon receipt by Escrow Agent of a letter from Purchaser authorizing the release of the Escrow which shall be sent within five (5) days from the date of Final Completion.
- Closing Documents. Seller shall deliver to the Escrow Agent and provide copies to the Purchaser, on or before the Closing Date, of the following:
 - (a) a warranty deed in proper statutory form for recording, duly executed and acknowledged by Seller and with all required documentary and transfer tax stamps affixed, sufficient to convey to Purchaser title to the Property, free of all encumbrances except for Permitted Title Exceptions;
 - (b) a bill of sale containing a warranty of title, duly executed and acknowledged by Seller, sufficient to convey to Purchaser title in and to those parts of the Improvements that comprise personalty, if any;
 - (c) copies of all Contractor's guarantees or warranties then in effect in respect of the Improvements and an assignment by Seller of all of the transferable Permits (as hereinafter defined) and all such Contractor's guarantees or warranties to the extent transferable;
 - (d) copies of any certificates, licenses, and permits received by Seller after the date of this Agreement (including all amendments, modifications, supplements

and extensions thereof) (the "Permits"), except to the extent the same are required to be and are affixed at the Property, and of variances issued after the date of this Agreement by any municipal, state or federal agency or authority relating to the ownership, use, occupancy, operations or maintenance of the Property;

- (e) a Foreign Investment in Real Property Tax Act affidavit confirming that Seller is a non-foreign person within the meaning of Section 1445 of the United States Internal Revenue Code, as amended (the "Code");
- (f) an affidavit of title and such other affidavits as may be reasonably required by the Title Company in connection with the conveyance of the Property;
- (g) at Purchaser's sole expense, a current ALTA Owner's Policy of Title Insurance (or marked-up title commitment), with standard printed exceptions removed, naming Purchaser as insured and insuring Purchaser's interest in the Property, subject only to the Permitted Title Exceptions, which policy shall be issued by the Title Company with liability in the amount of the Purchase Price;
- (h) at Purchaser's sole expense, a current ALTA Lender's Policy of Title Insurance (or marked-up title commitment), with standard printed exceptions removed, naming PNC Bank, National Association (the "Bank") as the insured, and insuring a first mortgage in the Property in favor of the Bank subject only to the Permitted Title Exceptions, which policy shall be issued by the Title Company in an amount not to exceed \$368,000;
- (i) At Purchaser's sole expense, a current ALTA minimum standard detail survey of the Property, showing all improvements to the Property, certified by the surveyor to the Purchaser and the Bank;
- (j) At Purchaser's sole expense, an updated environmental assessment of the Property, a baseline environmental assessment, and a due care compliance plan in favor of the Purchaser, prepared by Dixon Environmental Consulting, Inc. meeting all requirements of applicable Michigan environmental law;
- (k) a full and complete sworn statement, executed by the Contractor with respect to all Improvements,
- full, unconditional waivers of lien executed by the Contractor and all subcontractors and materialmen who provided materials or services in connection with the Improvements; and
- (m) an assignment to Purchaser of all of the right, title and interest of Seller in, to and under each service, utility and similar contract or commitment (if assignable) affecting all or any portion of the Property.

In addition, Purchaser and Seller shall each deliver to the other at the Closing the Punch-List Agreement and a closing statement reflecting payment of the Purchase Price, the

amount of the punch-list escrow, if any, and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller.

Seller's Warranties. Representations and Agreements.

- (a) Seller hereby represents, warrants and covenants with Purchaser as follows:
 - i) Seller is a limited liability company, organized, validly existing and in good standing under the laws of the State of Michigan;
 - ii) Seller has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it, including, without being limited to, conveying the Property as herein provided;
 - iii) Seller is not in the hands of a receiver nor is an application of a receiver pending, nor has Seller made an assignment for the benefit of creditors, nor has Seller filed, or had filed against it, any petition in bankruptcy, nor is Seller insolvent;
 - iv) Seller has not generated or disposed of any hazardous waste, toxic substances or related materials ("Hazardous Materials") on the Property in violation of applicable environmental laws. For the purposes of this representation and warranty, Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, The Resource Conservation and Recovery Act 42 U.S.C. Sec. 6901 et seq., and the regulations adopted and publications promulgated pursuant to said laws; provided "Hazardous Materials" shall not include materials used in the construction of the Improvements if the such materials are required by the Plans and Specifications, and if such methods are used and stored by Contractor at the Land in compliance with all applicable environmental laws.
- (b) The representations and warranties contained in this Section 8 are true accurate and complete and not misleading in any material respect as of the date hereof and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete and not misleading in any material respect as of such Closing Date. The representations, warranties and covenants set forth herein, as applicable at the Closing Date, shall survive the Closing Date.

Purchaser's Warranties, Representations and Agreements.

(a) Purchaser hereby represents, warrants and covenants with Seller as follows:

- i) Purchaser is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly qualified to do business and in good standing in the State of Michigan;
- ii) Purchaser has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it;
- iii) Purchaser is not in the hands of a receiver nor is application for a receiver pending, Purchaser has not made an assignment for the benefit of creditors, nor has Purchaser filed, or had filed against it, any petition in bankruptcy, nor is Purchaser insolvent; and
- iv) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate acts, do not require any governmental or other consent and will not result in the breach of any agreement, indenture or other instrument to which Purchaser is a party or is otherwise bound.
- (b) The representations and warranties contained in this Section 9 are true, accurate and complete and not misleading in any material respect as of the date hereof and with respect to (a)(i)-(iv) shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete and not misleading in any material respect as of such Closing Date. The representations, warranties and covenants set forth in this Section 9, shall survive the Closing Date.
- (c) Purchaser acknowledges and agrees that it has had or will have had before Closing an adequate opportunity to inspect and investigate the Property, the Improvements and all aspects thereof, including, without limitation, the presence or absence or asbestos containing materials, of lead-based paint, any Hazardous Materials, and all other environmental conditions as necessary or desirable to satisfy itself that the Property's condition is acceptable to and approved by Purchaser. Purchaser further acknowledges and confirms that the sale of the Property is strictly "as is" (except with respect to the New Improvements) and that no representations or warranties have been made or shall be deemed to be made by Seller with respect to any aspect of the Property or its operation except as otherwise explicitly set forth herein.
- (d) Purchaser acknowledges and agrees that it is responsible for paying all non-construction costs relating to the Property that are not Seller's responsibility under this Agreement or explicitly included in the Cost of the Work, regardless of when such costs accrued, and such non-construction costs include the cost obligations imposed on Purchaser by Sections 7(g), 10 and 16 of this Agreement. Such costs are not included in the Purchase Price and are and will be in addition to the Purchase Price.

Apportionments.

- (a) Seller shall pay the 2011 summer ad valorem real estate taxes that are levied upon the Property. Purchaser shall pay any and all other all real property taxes and assessments that are charged and levied upon the Property, regardless of what time period such taxes or assessments relate to and regardless of when such taxes or assessments become due. Seller shall be responsible for utility costs during the time period of Seller's ownership of the Property.
- (b) Purchaser shall pay any documentary transfer tax associated with the transaction contemplated hereby. Purchaser shall also pay any escrow fees of the Escrow Agent, any closing costs, the cost of the title policy described in Section 7(g), and the cost of recording the Warranty deed. Purchaser also shall pay all charges and fees of the surveyor if Purchaser has the existing survey updated. All other costs of closing shall be borne by the party incurring the same, unless otherwise provided herein, and except as otherwise agreed by the parties.
- 11. <u>Condition of Property</u>. Except for changes made by or on behalf of Purchaser, and except for the New Improvements to be constructed hereunder, the Property shall be delivered to Purchaser on the Closing Date in the same physical condition as of the date hereof, subject to ordinary wear and tear, such changes made by or on behalf of Purchaser, such changes as are required due to construction of the New Improvements and any change resulting from Force Majeure.
- 12. Brokerage. Each of Purchaser and Seller represents and warrants to the other that it has not dealt with any broker or finder in connection with this sale. Each party hereby agrees to pay any and all brokerage commissions or finder's fees arising out of or in any manner connected with the sale of the Property, arising out of or caused by the actions or representations of such party, and each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claim or claims, or liability for such brokerage commission or finder's fee.
- 13. Remedies. In addition to any other remedy which shall be available hereunder or at law or equity, if either party shall breach any of its obligations hereunder, the other party may specifically enforce the terms of this Agreement and/or recover any damages to which it may be entitled at law (including, without limitation, attorneys' fees and the reasonable costs of investigation) and/or pursue any other remedy available at law or equity. Seller and Purchaser acknowledge that each party will be irreparably harmed in the event of breach of this Agreement.
- 14. Notices. All notices which are required or may be given hereunder shall be in writing (signed by or on behalf of the party giving the same), and notices and all other documents shall be delivered to the party at the address set below or such different address as a party shall subsequently designate by written notice to the other party by any of the following methods (and shall be deemed given or rendered): (i) hand delivery (upon delivery to a party or to any officer, partner, agent or employee of such party at said address) (ii) fax and first class mail (upon fax machine printed confirmation of successful transmission prior to 5:00 PM or the day

after fax machine printed confirmation of successful transmission at or after 5:00 PM), (iii) registered or certified mail, return receipt requested (three (3) days after postmark) or (iv) recognized overnight courier service (one (1) day after deposit with such service). Notices shall be addressed as follows:

(a) if to Seller, to:

Hathaway Properties, L.L.C. Attn: Henry G. VanderWerp 2876 – 28th Street, S.W., Ste. 201 Grandville, Michigan 49418

with a copy to:

Mark A. VanAllsburg

Mika Meyers Beckett & Jones, PLC

900 Monroe Avenue, N.W. Grand Rapids, Michigan 49503

(b) if to Purchaser, to:

William C. Abney Academy

Attn: Jathan Austin, Board President

1435 E. Fulton

Grand Rapids, MI 49503

with a copy to:

Alan C. Schwartz

Miller Johnson

250 Monroe Avenue, N.W., Ste. 800 Grand Rapids, Michigan 49503

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices.

Agreement shall be governed by the laws of the State of Michigan applicable to agreements made and to be performed wholly within such State.

Miscellaneous.

- (a) This Agreement constitutes the entire agreement of the parties hereto and may not be modified or cancelled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto.
- (b) In interpreting this Agreement, time is of the essence. No extension of time or waiver of any deadlines set forth in this Agreement shall be valid or binding unless such extension or waiver is given in writing signed by the party granting the same by a duly authorized person which in the case of Purchaser shall be a vice president.

- (c) In the event any dispute between the parties hereto should result in litigation, the prevailing party shall be reimbursed by the breaching party for all reasonable costs including, but not limited to, reasonable attorneys' fees.
- (d) Purchaser shall pay any additional labor costs Seller and/or its Contractor are/is required to pay as a consequence of any decision, order, judgment, settlement, mandate or other requirement resulting from an interpretation of law, except to the extent such additional labor cost is proximately caused by the fault or negligence of the Seller and/or its Contractor ("Additional Costs"). Purchaser shall indemnify Seller against and hold Seller harmless from any Additional Costs and all related costs and expenses incurred by Seller and/or Contractor, including, without limitation, reasonable attorneys' fees. This covenant shall survive this Agreement and the conveyance of the Property by Seller to Purchaser.
- (e) This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single instrument.
- 17. <u>Memorandum of Agreement</u>. If either Seller or Purchaser so elects, Purchaser and Seller shall, simultaneously with the execution of this Agreement, enter into a short form memorandum of this Agreement and the party so electing shall bear the cost to record the memorandum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

HATHAWAY PROPERTIES, L.L.C.

("Seller")

Name: Henry G. VanderWerp

Its: Member

Dated: March 31, 2011

WILLIAM C. ABNEY ACADEMY

("Purchaser")

Name: Jathan Austin

Its: Board President

Dated: March 31, 2011

Exhibit A

Legal Description

Part of the Southwest ¼, Section 7, Town 6 North, Range 11 West, City of Grand Rapids, Kent County, Michigan, described as: Commencing 941.3 feet West along the East and West one-quarter line and 180.54 feet South perpendicular to the East and West one-quarter line from the center of said section; thence North 29 degrees 34 minutes 30 seconds West 81.12 feet; thence North 70 degrees 35 minutes 00 seconds West 77.67 feet to the South line of Alger Street (66 feet wide); thence East along the South line of said street 343.29 feet; thence South perpendicular to the East and West one-quarter line 229.54 feet; thence West parallel with the East and West one-quarter line 181 feet; thence Northwesterly 138.81 feet to the Point of Beginning.

AND

Part of the Southwest ¼, Section 7, Town 6 North, Range 11 West, City of Grand Rapids, Kent County, Michigan, described as: Commencing on the East and West ¼ line at a point 473.3 feet West from center of said section; thence West on said East and West ¼ line, 175 feet; thence South at right angles to said East and West ¼ line, 262.54 feet; thence East parallel with said East and West ¼ line, 175 feet; thence North 262.54 feet to Beginning.

Tax Parcel: 41-18-07-326-013

Exhibit F

List of Permitted Exceptions to Title

- 1. Terms, conditions and provisions which are recited in the Deed dated February 9, 1954 from the Board of Education of the City of Grand Rapids, Michigan to the Michigan Conference Association of Seventh Day Adventists, recorded on March 16, 1976 at the 2212, Page 628 of the Kent County Register of Deeds.
- (Exceptions to title set forth in the Warranty Deed from New Branches
 FED Foundation to Seller, if any).
 - 3. Environmental Acknowledgment deted April 6, 2011

Schedule 1

Purchase Price Components

Land	Land purchase cost					
Selle	Seller's Fee					
Land	Land Acquisition Costs					
a)	ACM Management Costs ³	\$31,000				
b)	Environmental Costs ⁴	\$13,000				
c)	Lead Based Paint Management Costs	\$				
d)	Financing and Legal Expense	\$20,000				
	Subtotal:		\$64,000			
Cons	struction Costs ⁵	\$				
	TOTAL DUDCHASE PRICE					

CS 1691124v8

a reduction of \$5,000 to offset the \$5,000 down payment made by Purchaser directly to New Branches indation for the purchase of the Property.

Sceed 3% of total construction costs

abatement activities and new Asbestos Survey and Management Plan

of UST; Phase II ESA; BEA and Due Care Plan

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth Bureau of Construction Codes & Fire Safety/Building Division P. O. Box 30254 Lansing, MI 48909 (517) 241-9317

> **Building Permit No. LB019705** Abney Academy 1435 Fulton St. Grand Rapids, Michigan Kent County

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman, Chief

Charles E. Curtis, Assistant Chief

OCT 26 2004 11:56RM DLEG BCCFS

Building Division

October 25, 2004



CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B031776
William C Abney Middle School
256 Alger SW
Grand Rapids, Michigan
Kent County

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman, Chief

Charles E. Curtis, Assistant Chief

Building Division

January 12, 2012